KERN COUNTY / Agriculture & Measurement Standards

Glenn Fankhauser
AGRICULTURAL COMMISSIONER
SEALER OF WEIGHTS & MEASURES

October 27, 2026

Board of Supervisors
Kern County Administrative Center
1115 Truxtun Avenue
Bakersfield, CA 93301

PROPOSED RETROACTIVE COOPERATIVE AGREEMENT WITH THE CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE FOR THE DETECTION AND ERADICATION OF SUDDEN OAK DEATH
Fiscal Impact: $1,500; State; Budgeted; Mandated

The California Department of Food and Agriculture (CDFA) has found that oak mortality disease (Sudden Oak Death) caused by the fungus *Phytophthora ramorum*, presents a clear and present danger to native stands of oak and other trees, the nursery industry, other agricultural commodities and plant life (including ornamental plantings) of California.

The Department is proposing retroactive approval of state cooperative agreement 26-0338-020-SF to perform *Phytophthora ramorum* program enforcement activities for the CDFA in compliance with the requirements imposed by Federal Domestic Quarantine 7 CFR 301.92. The Department will conduct emergency response activities, such as conducting trace forward and trace back investigations, and eradication activities at positive nurseries of infested plants, if necessary.

The Agreement is from July 1, 2026, through June 30, 2027, in an amount not to exceed $1,500. This Agreement is retroactive due to CDFA review process and timelines. The Agreement has been reviewed and approved as to form by County Counsel.

Therefore, IT IS RECOMMENDED that your Board approve the proposed retroactive Cooperative Agreement with the California Department of Food and Agriculture to perform program enforcement activities related to Sudden Oak Death from July 1, 2026, through June 30, 2027, in an amount not to exceed $1,500 and authorize Chairman to sign.

Sincerely,

Glenn T. Fankhauser
Agricultural Commissioner
Sealer of Weights and Measures

GTF:ckm
Attachment
cc: C.A.O.

State of California, Department of Food and Agriculture
AGREEMENT
GAU-03 (Rev. 8/2026)

COOPERATIVE AGREEMENT
SIGNATURE PAGE

AGREEMENT NUMBER
26-0338-020-SF

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 KERN

2. The Agreement Term is: July 1, 2026 through June 30, 2027

3. The maximum amount of this Agreement is: $1,500.00

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

Exhibit A: Prime Award Information 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)
Exhibit D: Federal Terms and Conditions	3 Page(s)
Attachments: Scope of Work and Budget	

READ AND APPROVED 9/4/26

APPROVED AS TO FORM
Office of County Counsel
Kern County
By _____

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

RECIPIENT

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

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS
1001 S Mount Vernon Avenue, Bakersfield, CA 93307-2857

STATE OF CALIFORNIA

AGENCY NAME
CALIFORNIA DEPARTMENT OF FOOD AND AGRICULTURE (CDFA)

BY *(Authorized Signature)*	DATE SIGNED
✍	

PRINTED NAME AND TITLE OF PERSON SIGNING
STEPHEN TACHIERA, MANAGER II, OFFICE OF GRANTS ADMINISTRATION

ADDRESS
1220 N STREET, ROOM 120
SACRAMENTO, CA 95814

LB

EXHIBIT A

PRIME AWARD INFORMATION

Federal Agency:	USDA-APHIS-PPQ
Federal Award Identification Number:	AP26PPQFO000C388
Federal Award Date:	July 15, 2026
Assistance Listings Number and Name:	10.031 Plant Pest and Disease Management (PPDM)
Amount Awarded to CDFA:	$1,300,000.00
Effective Dates for CDFA:	July 1, 2026 through June 30, 2027
Federal Award to State Agency is Research & Development (Yes/No)	No

RECIPIENT AND PROJECT INFORMATION

1. CDFA hereby awards an Agreement to the Recipient for the project described herein: County will perform P. ramorum program enforcement activities in support of the State Oak Mortality Disease Control regulation, State and Federal Quarantines.

   Project Title: Phytophthora ramorum - Non quarantined

2. The Managers for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**	
Name:	Shadi Moscouplos	Name:	Glenn Fankhauser
Division/Branch:	PHPPS / Pest Exclusion	Organization:	County of Kern
Address:	1220 N Street	Address:	1001 S Mount Vernon Avenue
City/State/Zip:	Sacramento, CA 95814	City/State/Zip:	Bakersfield, CA 93307-2857
Phone:	916-531-5747	Phone:	661-868-6300
Email Address:	shadi.moscouplos@cdfa.ca.gov	Email Address:	agcomm@kerncounty.com

3. The Grant Administrative Contacts for this Agreement are:

FOR CDFA:		**FOR RECIPIENT:**
Name:	Lee Thao	Name: Michelle SansSoucie
Division/Branch:	PHPPS / Pest Exclusion	Organization: County of Kern
Address:	1220 N Street	Address: 1001 S. Mt. Vernon Ave
City/State/Zip:	Sacramento, CA 95814	City/State/Zip: Bakersfield, CA 93307
Phone:	916-584-1632	Phone: 661-868-6300
Email Address:	lee.thao@cdfa.ca.gov	Email Address: sanssauciem@kerncounty.com

FISCAL CONTACT FOR RECIPIENT (if different from above):	
Name:	Darlene Lyburtus
Organization:	County of Kern
Address:	1001 S. Mt. Vernon Ave
City/State/Zip:	Bakersfield, CA 93307
Phone:	661-868-6300
Email Address:	lyburtus@kerncounty.com

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.

EXHIBIT D

FEDERAL TERMS AND CONDITIONS

The Recipient and recipients of any subawards under this award, agree to comply with all applicable requirements of all Federal laws, executive orders, regulations, and policies governing this program, including but not limited to 2 CFR 200, Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards. For-profit organizations will be subject to 48 CFR Subpart 31. Recipients are responsible for identifying the federal regulations appropriate to their organization, consistently applying cost principles and ensuring contractors or consultants comply with applicable federal regulations.

1. Civil Rights

The Recipient must comply with civil rights and nondiscrimination standards pursuant to the following:

A. Civil Rights Act, 42 USC 2000, as implemented at 28 CFR Part 42;
B. Age Discrimination Act, 42 USC 6101, as implemented at 45 CFR Part 90;
C. Age Discrimination in Employment Act, 29 USC 621, as implemented at 29 CFR Part 1625;
D. Title IX of the Education Amendments of 1972, 20 USC 1681, as implemented at 45 CFR Part 86;
E. Section 504 of the Rehabilitation Act, 29 USC 791, as implemented at 28 CFR Part 41;
F. Executive Order (EO) 11246; and
G. Americans with Disabilities Act, (PL 101-366).

2. Labor Standards

The Recipient must comply with labor standards pursuant to the following:

A. Fair Labor Standards Act, 29 USC 207, as implemented at 29 CFR Part 500-899;
B. Davis-Bacon Act, 40 USC 3141-3148, as implemented at 29 CFR Parts 1, 3, 5, and 7; and
C. Contract Work Hours and Safety Standards Act, 40 USC 3701, as implemented at 29 CFR Part 5.

3. Environmental Standards

The Recipient must comply with environmental standards pursuant to the following:

A. Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (PL 91-190) and EO 11514 as implemented at 7 CFR Part 1b;
B. Notification of violating facilities pursuant to EO 11738;
C. Protection of wetlands pursuant to EO 11990;
D. Evaluation of flood hazards in floodplains in accordance with EO 11988;
E. Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 USC §§1451 *et seq.*);
F. Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176 (c) of the Clean Air Act of 1955, as amended (42 USC §§7401 *et seq.*);
G. Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (PL 93-523); and,
H. Protection of endangered species under the Endangered Species Act of 1973, as amended (PL 93-205).

4. Drug-Free Environment

The Recipient must comply with drug-free environment standards pursuant to §5151-5610 of the Drug-Free Workplace Act of 1988, as implemented by 2 CFR 421.

5. Restrictions on Lobbying and Political Activities

The Recipient must comply with lobbying restriction standards pursuant to the Limitations on Use of Appropriated Funds to Influence Certain Federal Contracting and Financial Transactions, 31 USC 1352, as implemented at 2 CFR 418.

6. **Officials Not to Benefit**
The Recipient must ensure that no member of Congress be admitted to any share or part of this Agreement or to any benefit arising from it, in accordance with 41 USC 22.

7. **Trafficking in Persons**
The Recipient must comply with the provisions in 2 CFR Part 175, prohibiting trafficking in persons.

8. **Intergovernmental Review**
The Recipient must comply with intergovernmental review standards pursuant to the following:
A. Executive Order 12372, as implemented at 2 CFR 415; and
B. The Intergovernmental Cooperation Act of 1968, 31 USC 6501.

9. **Confidentiality**
The Recipient must comply with confidentiality standards pursuant to the following:
A. Freedom of Information Act, 5 USC 552, as implemented at 7 CFR Part 1; and
B. Privacy Act, 5 USC 552 (a).

10. **Conservation in Procurement**
The Recipient must comply with procurement standards pursuant to the Resource Conservation and Recovery Act, 42 USC 6962 and EO 12873, as implemented at 40 CFR Part 247.

11. **Debarment, Suspension, Criminal or Civil Convictions**
The Recipient and its principals must comply with debarment and suspension standards pursuant to the EO 12549, as implemented at 2 CFR 180 and 2 CFR 417.

The Recipient must provide immediate written notice to CDFA if at any time it learns that this certification was erroneous when made or has become erroneous by reason of changed circumstances and must require recipients of lower-tier covered transactions under this Agreement to similarly certify pursuant to EO 12549, as implemented by 2 CFR 180 and 2 CFR 417.

See www.sam.gov to determine debarment and suspension status.

12. **Crimes and Prohibited Activities**
The Recipient must comply with crimes and prohibited activities standards pursuant to the following:
A. Anti-Kickback (Copeland) Act, as implemented at 29 CFR Part 3.1;
B. False Claims Act, 31 USC 3729; and
C. Program Fraud Civil Remedies Act, 31 USC 3801-3812.

13. **Biosafety in Laboratories**
The Recipient must comply with laboratory biosafety standards pursuant to the following the *Biosafety in Microbiological and Biomedical Laboratories*, published jointly by the Centers for Disease Control and the National Institutes of Health.

14. **Conflicts of Interest**
The Recipient must comply with the conflict of interest standards pursuant to 2 CFR 400.2.

15. **Inventions, Patents, Copyrights and Project Results**
A. The Recipient must comply with invention and patent standards pursuant to the following:
    1. Patent Rights in Inventions Made with Federal Assistance, 35 USC 202-204, as implemented at 37 CFR Part 401 (Bayh-Dole Act and the Technology Transfer Commercialization Act of 2000) to ensure that inventions made are used in a manner to promote free competition and enterprise without unduly encumbering future research and discovery.
    2. The Plant Variety Protection Act, 7 USC 2321 *et seq*.

B. The Recipient may retain title to any invention conceived of or first actually reduced to practice using Federal funds provided Recipient does the following:
   1. Reports all subject inventions to CDFA;
   2. Makes efforts to commercialize the subject invention through patent or licensing;
   3. Formally acknowledges the Federal government's support in all patents that arise from the subject invention; and
   4. Formally grants the Federal government and CDFA a limited use license to the subject invention.

C. The Recipient may copyright any publications, data, or other copyrightable works developed using Federal funds provided it provides the Federal government and CDFA a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use the material, and agrees that the Federal government and CDFA may do so in cooperation with other public agencies.

D. The Recipient agrees that the results of this project may be published by the Federal government, CDFA or appropriate contractors or cooperators as mutually agreed.

16. Care and Use of Laboratory Animals

The Recipient must comply with the care and use of laboratory animal standards pursuant to the following:

A. Animal Welfare Act, 7 USC 2131, as implemented at 9 CFR, Sub Chapter A, Parts 1-4; and
B. Marine Mammal Protection Act, 16 USC 1361-1407.

17. Fly America Act

The Recipient must comply with the Fly America Act (49 USC 40118) as implemented at 41 CFR 301-10.131 to 301-10.143.

18. Motor Vehicle Safety

The Recipient must comply with seat belt use standards pursuant to the following:

A. Highway Safety Act of 1966 as amended (23 USC 402-403);
B. Occupational Safety and Health Act of 1970 as amended (29 USC 668);
C. Federal Property and Administrative Services Act of 1949 as amended (40 USC §101 *et seq.*)
D. Increasing Seat Belt Use in the United States (EO 13043).
E. Federal Leadership on Reducing Text Messaging While Driving (EO 13513).

19. Records Retention and Accessibility

The Recipient and its contractors must comply with the procedures and requirements regarding record retention and accessibility as contained in 2 CFR 200.333 – 200.337.

20. All Other Federal Laws

The Recipient must comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SCOPE OF WORK
***Phytophthora ramorum* Program**
Non-Quarantined Counties
July 1, 2026 – June 30, 2027

The county agrees to perform *Phytophthora ramorum* (*P. ramorum*) program enforcement activities for the California Department of Food and Agriculture (CDFA) in compliance with the requirements imposed by Federal Domestic Quarantine 7 CFR 301.92.

This agreement is inclusive of the county's agreement to perform activities approved by the CDFA as described in the attached projected work plan (budget and personnel cost worksheet), monthly invoice (Appendix A), and by this reference made a part hereof.

Key Actions to be Conducted Under this Agreement Include:

SECTION 1: PERSONNEL ACTIVITIES

- **A. Regulatory Activities at Nurseries Previously Positive for *P. ramorum***
- **B. Response at Nurseries Newly Positive for *P. ramorum***
- **C. Data Entry/Sample Submission**
- **D. Trace Forward/Trace Back Investigations**

SECTION 2: NON-PERSONNEL

- **A. Supplies/Equipment**
- **B. Vehicle/Mileage**

SECTION 3: REPORTING/REIMBURSEMENT

- **A. Monthly Activity Report**
- **B. Reimbursement**

SECTION 1: PERSONNEL ACTIVITIES

A. Regulatory Activities at Nurseries Previously Positive for *P. ramorum*:

Regulated Establishments (Formerly known as *DA-2014-02 Federal Order Phytophthora ramorum (Previously Positive Host Nursery Modifications)*)

Please see this link for the most current federal regulations.

Regulatory Enforcement at Regulated Establishments
The county must have an interstate shipping nursery or a nursery that supplies an interstate shipping nursery that is previously positive for *P. ramorum*.

As required, perform inspections at establishments previously positive for *P. ramorum* that ship regulated nursery stock interstate or supply nurseries that ship regulated nursery stock interstate.

Please see this link for the most current federal inspection protocol for regulated establishments.

B. Response at Nurseries Newly Positive for *P. ramorum*

Activities in response to the detection of *P. ramorum* include trace forward and trace back investigations, eradication activities at positive nurseries as required by the *P. ramorum* program and using the most current USDA protocols. Eradication activities include issuing hold notices, destruction, delimitation/follow-up inspection and sampling, and sanitation procedures.

Please see this link for the most current federal positive nursery response:

C. Data Entry/Sample Submission

The county is responsible for ensuring the following data set is accurately completed in a timely manner:

1. Pest and Damage Record (PDR)

The county must send all samples to the CDFA Plant Pest Diagnostics Center (PPDC), located at 3294 Meadowview Road, Sacramento, CA 95832, for identification. The county must complete an electronic copy of the CDFA's PDR on the CDFA's Plant Division Extranet site. A hard copy of the PDR must accompany the samples to the PPDC as well.

"SOD-Sudden Oak Death" must be selected as the <Program> for each PDR submitted to the PPDC for this program and choose from 03 Quarantine-Federal Domestic, 21 Compliance Agreement Survey, 22 Trace Back Survey, or 23 Trace Forward Survey in the activity field. Please do not use the general plant pathology codes in the activity field.

2. Data Collection

The county must send completed USDA Data Collection spreadsheets of nursery visit data to Carolyn Lambert at carolyn.lambert@cdfa.ca.gov after every visit to regulated nurseries.

D. Trace Forward/Trace Back Investigation

When *P. ramorum* is detected in a nursery, county agricultural commissioners will conduct trace forward and trace back investigations at locations in their county that have either supplied (trace back) or received (trace forward) plants from the positive nursery. Trace back activities include inspection of the source nurseries for symptomatic plants, collection and submission of samples, and any other regulatory activities such as issuing hold notices and submitting inspection results.

Trace Forward Protocol

For the activities performed at nurseries, residences, and commercial sites that have received plants from a confirmed *P. ramorum* positive nursery use the protocol outlined in the most current USDA Trace Forward Protocol

Trace Back Protocol
For the activities performed at nurseries that have been implicated as the source of *P. ramorum* positive plants use the protocol outlined in the most current USDA Trace Back Protocol.

SECTION 2: NON-PERSONNEL

A. Supplies/Equipment

Supplies

In accordance with 2 CFR Part 200.1, supplies are considered articles that have a useful life of less than one year. Only supplies directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *P. ramorum* program will be reimbursed. Examples of supplies include materials from a general supply or stockroom, fabricated parts, paper, stationery, general office goods, ink and toner cartridges, and organization tools.

Equipment

In accordance with 2 CFR Part 200.1, equipment is considered to be articles that have a useful life of more than one year. Only equipment directly related to administering and conducting quarantine and regulatory enforcement activities associated with the *P. ramorum* program will be reimbursed. Articles with a unit cost of $5,000.00 or more must have prior approval for reimbursement. Examples of equipment include microscopes, spectrometers, office equipment, office furnishings, modular offices, telephone networks, information technology equipment and systems, air conditioning equipment, reproduction and printing equipment, and motor vehicles.

All records substantiating that the supplies and equipment are used for the *P. ramorum* program must be maintained by the county.

B. Vehicle/Mileage

The mileage reimbursement rate used on the monthly invoice should be the same as the rate in the work plan. If the federal mileage reimbursement rate fluctuates during the agreement period, counties will submit monthly invoices for the current federal rate.

Substantiation of Vehicle Mileage Costs

Counties must maintain a single vehicle log per vehicle and all mileage must be recorded daily with an indication of which program the vehicle was used for as well as the name of the driver. Vehicle logs must be maintained on a monthly basis.

SECTION 3: REPORTING/REIMBURSEMENT:

A. Monthly Activity Report

The county must utilize the online County Monthly Reporting System to submit a monthly activity report for the *P. ramorum* program. Monthly activity reports must be submitted no later than the fifth day of the month following when the activities took place. Questions about reporting can be directed to Carolyn Lambert at carolyn.lambert@cdfa.ca.gov or by calling (916) 654-0312.

B. Reimbursement

The county must submit a monthly itemized invoice using the provided template (Appendix A) on county letterhead and submit to the CDFA **no later than 30 days** after the end of the coinciding reporting period.

1. **Allowable Costs**
   All invoiced expenses must fall within the parameters of this scope of work and must be directly related to administering and conducting the *P. ramorum* program.

2. **Monthly Activity Report Required for Reimbursement**
   Monthly invoices will not be submitted for reimbursement until the submission of the online monthly activity report for the invoicing period has been completed by the county and verified by the CDFA (see Section A. Monthly Activity Report above). The hours on the monthly activity report must match the personnel hours invoiced on the corresponding monthly invoice.

3. **Hourly Rates on Invoices**
   Monthly invoices must reflect the actual hourly rates (salary and benefits) per individual or classification that worked on the program.

4. **Personnel on Invoice Must Match Work Plan**
   Monthly invoices must reflect work performed by individuals or classifications listed on the work plan.

5. **Documentation**
   Documentation (including receipts for purchases) applicable to reimbursement for expenses does not need to be submitted to the CDFA but must be retained by the county and made available for audit purposes.

6. **Substantiation of Costs**
   All personnel salary costs must be properly tracked or allocated to the agreement in accordance with the Office of Management and Budget requirements and federal cost principles. Please be sure that personnel costs can be traced back to original documents detailing the account to which personnel hours are billed. In addition, all invoiced personnel costs must match the trace.

   If the county plans to seek reimbursement for vehicle mileage, the documentation for mileage reimbursement must be tracked separately from all other programs and documentation must be available to support the reimbursement. In addition, all invoiced vehicle costs must match the scope of work. Mileage rates used on invoices must be the same as contained in the work plan. The CDFA will send an email that

will notify the counties of new rates if the federal mileage rate changes during the term of the agreement.

All other expenses (travel, supplies, telecommunications, etc.) for which the county will seek reimbursement under the agreement must be directly related to the cost of administering and conducting the program. Documentation must be available to support the reimbursement. In addition, all invoiced expenses must match the scope of work.

Use the following citation for uniform administrative requirements, cost principles, and audit requirements applicable to your agency/organization.

State, Local, and Indian Tribal Governments: 2 CFR 200

7. **Submission of Monthly Invoice**
Invoices must be submitted via email to CDFA.PEB_Interior_Reporting@cdfa.ca.gov. Questions about invoicing/reimbursement can be directed to Carolyn Lambert (carolyn.lambert@cdfa.ca.gov) via email or by calling (916) 654-0312.

COUNTY LETTERHEAD

SUBMIT MONTHLY TO: CDFA.PEB_Interior_Reporting@cdfa.ca.gov

STATE OF CALIFORNIA
DEPARTMENT OF FOOD AND AGRICULTURE
PLANT HEALTH AND PEST PREVENTION SERVICES (PEST EXCLUSION)
1220 N STREET
SACRAMENTO CA 95814

REMIT PAYMENT TO: (County Information)

Accounting use only:

Agreement Name:	Phythophthora ramorum Program - NonQuarantined
Agreement Number:	
Agreement Amount:	

Date:	
County:	
Amount Billed to Date:	
Invoice #	
Billing Period:	**From:** **To:** (Example: From Jan 1, 20XX To Jan 31, 20XX)

For State Use Only

Date Approved:
Approved by:
Account Code:
Agreement No.
Program Code:
Fiscal Year:
Please pay this amount:

PERSONNEL COSTS

	Employee Name	Classification Title	Hours	Hourly Rate w/o Benefits	Benefit Rate (%)	Salary	Indirect Cost (Max 25%)	Total Costs
1						$ -	$ -	$ -
2						$ -	$ -	$ -
3						$ -	$ -	$ -
4						$ -	$ -	$ -
5						$ -	$ -	$ -
6						$ -	$ -	$ -
7						$ -	$ -	$ -
8						$ -	$ -	$ -
9						$ -	$ -	$ -
10						$ -	$ -	$ -
		TOTALS	0.0	$ -	#DIV/0!	$ -	$ -	$ -

OPERATING EXPENSES

Description (type of supply or expense)	Total Cost
1. Supplies	$0.00
2. Equipment	$0.00
TOTAL OPERATING EXPENSES:	**$0.00**

VEHICLE OPERATIONS

	Total Mileage	Mileage Rate ***	Total Cost
County Vehicles	0.00	$0.76	$0.00
TOTAL VEHICLE OPERATIONS:			**$0.00**

Month:	
Total Amount Due:	**$0.00**

COMMENTS:

*** Hourly Rate must include Hourly Wage and Benefit Rate.**
**** Overhead percent is eligible, may fluctuate per county and must not exceed 25%**
***** Mileage rates: County vehicle = Not to exceed $0.76 per mile.**
Per federal audit guidelines, this rate cannot be exceeded.
However, if your county's internal policy uses a lower rate, that rate may be applied.

Work Plan for *Phytophthora ramorum* Program
Non-Quarantined Counties
FY 2026/2027
July 1, 2026 through June 30, 2027

cdfa
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

County: KERN

Agreement Activities							
Regulatory Response Activities			**Number of Facilities Requiring Activities**	**Estimated Visits/Year/Facility**		**Estimated Hours/Visit**	**Estimated Hours/Year**
Instruction Section:	*A*	Previously Positive Nurseries **(County must have a Participating Nursery)**	0	0		0	0
	B	Positive Nursery Response (Confirmed Nursery Protocol)	0	0		0	0
	C	Trace Forward and Trace Back Investigations	2	2		2	8
Administrative Support							
Instruction Section:	*D*	Administrative Support					8
						***Total Activity Hours:**	16
Instruction Section:	*E*					**Total Personnel Costs:**	$1,125.93
Overhead (Indirect Costs)		**----- Not to exceed 25% of Total Personnel Costs**					
Instruction Section:	*F*	Enter Overhead Percentage				**25%**	$281.48
Operating Expenses							
Instruction Section:	*G1*	Supplies				$49.09	$49.09
	G2	Equipment				$0.00	
Vehicles							
Instruction Section:	*H*	Enter Estimated Miles	60		****Rate Per Mile:**	**0.725**	$43.50
						TOTAL COST:	$1,500.00

***Figure must match the figure on your 'Personnel Cost Work Sheet' (tab two). You must submit your completed 'Personnel Cost Work Sheet' with your work plan.**

****** Mileage rate must be current federal rate (http://www.irs.gov)**

County Personnel Cost Work Sheet
***Phytophthora ramorum* Program**
Non-Quarantined Counties
FY 2026/2027
July 1, 2026 through June 30, 2027

County: KERN

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
AG/WTS MEA AIDE-EXTRA	$21.01	$2.94	$23.95	0.5	$11.98
AG/WTS MEA TECH-EXTR	$24.40	$3.42	$27.82	0.5	$13.91
AG BIOLOGIST/WTS & ME	$26.95	$17.79	$44.74	1	$44.74
AG BIOLOGIST/WTS & ME	$29.78	$19.65	$49.43	1	$49.43
AG BIOLOGIST/WTS & ME	$33.24	$21.94	$55.18	2	$110.36
SENIOR AG BIOLOGIST/W	$36.91	$24.36	$61.27	2	$122.54
SUPERVISING AG BIOLOG	$40.78	$26.91	$67.69	1	$67.69
DEPUTY DIR AG/WT	$53.11	$35.05	$88.16	8	$705.28
			*Total:	16	$1,125.93

***Total "Estimated Hours to Be Worked" MUST match the "Total Hours" on the Work Plan.**

County Work Plan Summary
Phytophthora ramorum Program
Non-Quarantined Counties
FY 2026/2027
July 1, 2026 through June 30, 2027

cdfa
CALIFORNIA DEPARTMENT OF FOOD & AGRICULTURE

County: KERN
Agreement Manager: CERISE MONTANIO

Expenses	Description			Total
Personnel Costs for Regulatory Activities	Required Regulated Activities, Data Entry and Sample Submission	**Total Activity Hours:**	16	**$1,125.93**
Overhead Costs	Indirect Costs (Not to exceed 25% of Total Personnel Costs)	**Overhead Percentage:**	25%	**$281.48**
Operating Expenses	All supply/equipment costs exceeding $5,000.00 must be accompanied by a itemized list of items to be purchased.	**Itemized Supply List Required (Y/N):**	N	**$49.09**
Vehicles	Mileage rate must be at current federal rate (http://www.irs.gov).	**Estimated Miles:**	60	**$43.50**
		Rate Per Mile:	0.725	
		TOTAL COST:		**$1,500.00**