

MFA

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 21-C0003	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Pesticide Regulation

CONTRACTOR NAME

Santa Barbara County

2. The term of this Agreement is:

START DATE

July 1, 2021

THROUGH END DATE

June 30, 2024

3. The maximum amount of this Agreement is:

\$169,189.45

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit C *	General Terms and Conditions	
+ - Exhibit D	Special Terms and Conditions	3

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Santa Barbara County Agricultural Commissioner's Office

CONTRACTOR BUSINESS ADDRESS

624 W. Foster Road

CITY

Santa Maria

STATE

CA

ZIP

93455

PRINTED NAME OF PERSON SIGNING

Bob Nelson

TITLE

Chairman

CONTRACTOR AUTHORIZED SIGNATURE

Bob Nelson

DATE SIGNED

6.15.21

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Pesticide Regulation

CONTRACTING AGENCY ADDRESS

1001 I Street, 4th Floor

CITY

Sacramento

STATE

CA

ZIP

PRINTED NAME OF PERSON SIGNING

Leslie Ford

TITLE

Branch Chief

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**EXHIBIT A
STANDARD AGREEMENT**

SCOPE OF WORK

1. This Agreement is between the Department of Pesticide Regulation, hereinafter referred to as DPR, and the Santa Barbara County, hereinafter referred to as Contractor.
2. This Agreement will commence on the start date July 1, 2021 as presented herein or upon approval by the State, whichever is later and no work shall begin before that time. This Agreement is of no effect unless approved by the State. Contractor shall not receive payment for work performed prior to approval of the Agreement and before receipt of notice to proceed by the Contract Manager. This Agreement shall expire on June 30, 2024.
3. The Project Representatives during the term of this Agreement will be:
 - A. All official communications, except invoices, from the Contractor to DPR, shall be directed to the attention of the DPR Contract Manager, Maziar Kandelous, or designee at:

Department of Pesticide Regulation
Environmental Monitoring Branch, MS 3B
1001 I Street
P.O. Box 4015
Sacramento, CA 95812-4015
Phone: (916) 445-0979 Fax (916) 445-0981
E-mail: maziar.kandelous@cdpr.ca.gov

- B. All invoices from the Contractor to DPR shall be directed to:

Department of Pesticide Regulation
Attn: Accounts Payable
P.O. Box 4015, MS 4A
Sacramento, CA 95812-4015
Accounts_Payable@cdpr.ca.gov

- C. All administrative and programmatic communications, except payments, from DPR to the Contractor shall be directed to:

Santa Barbara County Agricultural Commissioner's Office
Attn: Lottie Martin
624 W. Foster Road
Santa Maria, CA 93455-3623
Phone: (805) 934-6200 FAX: (805) 934-6202
E-mail: lmmartin@co.santa-barbara.ca.us

- D. All payments from DPR to the Contractor shall be directed to:

Santa Barbara County Agricultural Commissioner's Office

Attn: Traci Lewis
263 Camino del Remedio
Santa Barbara CA 93110
Phone: (805) 681-5600
E-mail: tlewis@agcommissioner.com

- E. The Project Representatives during the term of this Agreement may be changed by mutual written agreement of the parties without the necessity of an amendment to the agreement.

4. Background

Santa Maria is one of the communities included in DPR's Air Monitoring Network (AMN) due to the amount of reported fumigant use in the area. Santa Maria is over 260 miles from the nearest DPR sampling personnel and as such, it is a difficult sampling location to travel to and back on a weekly basis from Sacramento.

In order to still sample in this high pesticide use community, DPR will rely on the services of the Contractor to follow DPR detailed procedures to collect weekly ambient air samples and ship them to DPR for analysis on a bi-weekly basis.

5. Goals and Objectives

The goals and objectives of this agreement are as follows:

- Collect weekly ambient air samples as instructed and scheduled by DPR Contract Manager,
- Maintain proper sample integrity during and after sample collection,
- Maintain proper sample collection documentation procedures as provided by DPR, and
- Make bi-weekly shipments of collected ambient air samples to DPR following procedure provided by DPR.

6. Work to be Performed

The following are the steps to be taken by the Contractor during air sample collection, sample transport, and shipment of collected ambient air samples to DPR:

- A. DPR staff will travel to Santa Maria to provide initial ambient air sampling training to Contractor to successfully complete the tasks required under this agreement.
- 1) Additionally, DPR Contract Manager or designee will be available to provide any technical assistance to Contractor personnel throughout the duration of this agreement.
 - 2) Any issues with sampling equipment or sampling materials are expected to be raised by Contractor with DPR Contract Manager as they arise.
- B. DPR personnel will provide required procedural documentation and can also be found https://www.cdpr.ca.gov/docs/emon/pubs/sop_qaqc.htm.

- C. DPR will provide Contractor with a monthly sampling schedule at least one month prior to sample collection. Any divergence from the received schedule should be discussed with and approved by DPR Contract Manager prior to date change.
- D. Contractor will collect four individual ambient air samples per week:
 - 1. one multi-residue cartridge;
 - 2. one Methyl Isothiocyanate (MITC) sorption tube;
 - 3. one chloropicrin sorption tube;
 - 4. one Volatile Organic Compound (VOC) canister.
- E. Once the ambient air samples are collected, samples are to be capped or valves are to be closed (VOC Canister), placed in an insulated storage container containing dry ice or in an DPR-supplied aluminum storage container for the VOC canisters during transport from sampling location to Contractor's storage facility. Once at Contractor's storage facility, samples that were transported in dry ice will need to be placed in a freezer and remain frozen until shipped to DPR's Bradshaw facility. The VOC Canister air samples should be stored at ambient conditions and should not be placed with the other collected samples.
 - 1) Insulated storage containers will be provided by DPR.
 - 2) Shipping Boxes with pre-paid postage will also be provided to the Contractor by DPR.
- F. At the conclusion of two weeks of collection of ambient samples, the Contractor shall place the collected cartridges and sorption tubes in DPR-supplied insulated storage containers filled with enough dry ice to assure sample integrity. Additionally, the canisters collected should be placed in a separate shipping container provided by DPR. All samples are to be shipped via group transportation to:

Department of Pesticide Regulation
Attn: Maziar Kandelous
3077 Fite Circle
Sacramento, CA 95827

7. Project Timeline

Ambient air sample collection by the Contractor will start July 1, 2021. The project ends June 30, 2024. One set of ambient air samples will be collected weekly by the Contractor. Two one-week sample sets will be mailed to DPR's warehouse on a bi-weekly basis starting two weeks from first sample collection by the Contractor and will continue until the conclusion of this agreement.

8. DPR Responsibilities

- A. DPR will provide all required air sample collection materials including: sorption tubes, cartridges, canisters, air sampling instruments (air pumps, air flow meters, etc.), tools

required to perform simple troubleshooting (if needed), sample labels, required documentation, shipping containers, pre-paid shipping labels, sampling operating procedures, and will provide sample collection training to Contractor.

- B. Provide needed ambient sample collection training and sample collection documentation to the Contractor.
- C. Make procedural documentation readily available to the Contractor.
- D. Provide sampling schedule at least one month prior to weekly sampling.
- E. Provide guidance, technical support, and troubleshoot instructions to Contractor should any sampling or equipment issues arise.
- F. Inspect received ambient air samples and report back to Contractor any issues, if any, are observed.
- G. Maintain an open dialogue with Contractor to assure project integrity.

**EXHIBIT B
 STANDARD AGREEMENT**

1. Rates

Rates for these services are as follows:

Table 1 – Details Budget

Personnel	Hourly Rate	Benefit Rate	2021-2022 Amount	2022-2023 Amount	2023-2024 Amount	Total Amount
Agricultural Biologist III	40.29	30.47	\$17,919.26	\$17,919.26	\$17,919.26	\$53,757.79
Agricultural Biologist III Overtime Rate	60.44	30.47	\$1,726.65	\$1,726.65	\$1,726.65	\$5,179.96
Agricultural Weight and Measure Inspector III	44.03	35.11	\$20,041.41	\$20,041.41	\$20,041.41	\$60,124.24
Agricultural Weight and Measure Inspector III Overtime Rate	66.05	35.11	\$1,921.33	\$1,921.33	\$1,921.33	\$5,764.00
Total Personnel and			\$41,608.65	\$41,608.65	\$41,608.65	\$124,825.99
General supplies including but not limited to transportation ①, dry ice, sampling equipment, etc.			\$5,000	\$5,000	\$5,000	\$15,000
Total Supplies			\$5,000	\$5,000	\$5,000	\$15,000
Total Direct			\$46,608.65	\$46,608.65	\$46,608.65	\$139,825.99
Indirect Cost			\$9,787.82	\$9,787.82	\$9,787.82	\$29,363.46
Total Budget			\$56,396.47	\$56,396.47	\$56,396.47	\$169,189.45

① Maximum mileage reimbursement rate will be set at \$0.57.5/mile. Mileage reimbursement covers: gasoline, cost of vehicle maintenance, insurance, licensing and registration, depreciation and all other costs associated with operation of the vehicle.

② Indirect Cost: 21% indirect cost rate includes: depreciate of buildings and equipment, utility consumption, operations, and maintenance costs, administrative services provided at the departmental and central level, and library costs.

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Table 2 – Agricultural Biologist III

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked/36 months	Total Cost
Agricultural Biologist III	40.29	30.47	70.76	759.72	\$53,757.79
Agricultural Biologist III OT	60.44	30.47	90.91	56.98	\$5,179.96
Agricultural Weight and Measure Inspector III	44.03	35.11	79.14	759.72	\$60,124.24
Agricultural Weight and Measure Inspector III OT	66.05	35.11	101.16	56.98	\$5,764.00
*Total:				1633.40	\$124,825.99

EXHIBIT D
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Special Terms and Conditions

1. Termination

- A. Either Party reserves the right to terminate this agreement without cause upon 30 days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, Contractor shall be paid for all allowable costs incurred up to the date of termination and upon receipt of the final invoice.
- B. In the event that the total Agreement amount is expended prior to the expiration date, DPR may, at its sole discretion, terminate this Agreement with 30 days written notice to contractor.

2. Subcontracting

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

3. Harassment Free Workplace

The Department of Pesticide Regulation (DPR) is committed to providing a safe, secure environment, free from sexual misconduct. It is policy of the Department that employees have the right to work in an environment that is free from all forms of discrimination, including sexual harassment. This policy specifically speaks to freedom from a sexually harassing act that results in the creation of an intimidating, hostile or offensive work environment or that otherwise interferes with an individual's employment or work performance. As a Contractor with DPR, you and your staff are expected to comply with a standard of conduct that is respectful and courteous to DPR employees and all other persons contacted during the performance of this Agreement. Sexual harassment is unacceptable, will not be tolerated; and may be cause for prohibiting some or all of the Contractor's staff from performing work under this Agreement.

4. Retention of Records/Audits

For the purpose of determining compliance with Public Contract Code Section 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

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5. Resolution of Disputes

- A. DPR reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that DPR gives the performing agency a notice that his Agreement will be terminated. If DPR exercises this right, the stop-work order will be in effect until the dispute has been resolved or this Agreement has been terminated.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by agency employees normally responsible for the administration of this agreement, shall be brought to the attention of the Executive Officer or designated representative of each agency for joint resolution.
- C. Contractor shall continue with the responsibilities under this agreement during any dispute until the expiration of this Agreement or notified to stop work.

6. Insurance Requirements

- A. Coverage needs to be in force for complete term of contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least 10 days prior to the expiration of this insurance. This new insurance must still meet the terms of the original contract.
- B. Insurance policies shall contain a provision that states that coverage will not be cancelled without 30 days prior written notice to the State.
- C. Any insurance required to be carried shall be primary, and not excess, to any other insurance carried by the State.
- D. Contractor shall maintain general liability with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.
- E. Contractor shall maintain motor vehicle liability with limits of not less than \$1,000,000 per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.
- F. Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the contract,

EXHIBIT D
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including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

- G. The policy must include the State of California, its officers, agents, employees and servants as additional insured's, but only insofar as the operations under the contract are concerned.