



**County of Santa Barbara
BOARD OF SUPERVISORS**

Minute Order

January 24, 2017

Present: 4 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, and Supervisor Lavagnino
Absent 1 - Supervisor Adam

AGRICULTURAL COMMISSIONER

File Reference No. 17-00066

RE: .. Consider recommendations regarding approval of Air Monitoring Network Agreement No. 16-C0089, as follows:

- a) Approve and authorize the Chair to execute an agreement with the California Department of Pesticide Regulation for the Agricultural Commissioner's Office to be reimbursed for contracted activities for the Department of Pesticide Regulation Air Monitoring Network (AMN) Program in the County of Santa Barbara for the period of December 1, 2016 through June 30, 2018 in the amount of \$79,861.11; and
- b) Determine that the above action involves government funding mechanisms and/or fiscal activities and is not a project under the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines section 15378(b)(4).

A motion was made by Supervisor Wolf, seconded by Supervisor Williams, that this matter be Acted on as follows:

- a) Approved; Chair to execute; and
- b) Approved.

The motion carried by the following vote:

Ayes: 4 - Supervisor Williams, Supervisor Wolf, Supervisor Hartmann, and Supervisor Lavagnino

Absent: 1 - Supervisor Adam

STATE OF CALIFORNIA
STANDARD AGREEMENT
 STD 213 (Rev 06/03)

AGREEMENT NUMBER 16-C0089
REGISTRATION NUMBER

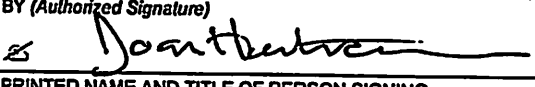
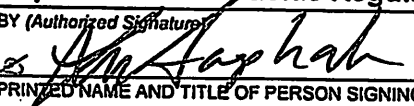
1. This Agreement is entered into between the State Agency and the Contractor named below:
- STATE AGENCY'S NAME
Department of Pesticide Regulation
- CONTRACTOR'S NAME
Santa Barbara County
2. The term of this Agreement is: **December 1, 2016 or upon final approval by the State, whichever occurs later, through June 30, 2018**
3. The maximum amount of this Agreement is: **\$79,861.11**
Seventy-nine thousand eight hundred sixty-one dollars and 11 cents

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.
- | | |
|-----------------------------------------------------|---------|
| Exhibit A – Scope of Work | 4 Pages |
| Exhibit B – Budget Detail and Payment Provisions | 3 Pages |
| Exhibit C* – General Terms and Conditions (GTC 610) | * |
| Exhibit D - Special Terms and Conditions | 3 Pages |

Items above 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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>*

Items shown above with a double Asterisk (**), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at http://www.cdpr.ca.gov/docs/enforce/compend/vol_5/cooperative_agreement.pdf*

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

CONTRACTOR		<i>California Department of General Services Use Only</i>
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.) Santa Barbara County		
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1/24/17	
PRINTED NAME AND TITLE OF PERSON SIGNING Joan Hartman, Chair, BOS		
ADDRESS 624 W. Foster Road, Santa Maria, CA 93455-3623		
STATE OF CALIFORNIA		
AGENCY NAME Department of Pesticide Regulation		<input checked="" type="checkbox"/> Exempt per: Delegation Letter 74.6
BY (Authorized Signature) 	DATE SIGNED (Do not type) 1/31/17	
PRINTED NAME AND TITLE OF PERSON SIGNING Lu Saepanh, Fiscal Services and Business Operations Branch Chief		
ADDRESS 1001 I Street, Sacramento, CA 95814		

**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 December 1, 2016 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, 2018.
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, **Edgar Vidrio**, 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) 323-2778 Fax (916) 324-4088
E-mail: Edgar.Vidrio@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

- 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 Rd.
Santa Maria, CA 93455-3623

Phone: (805) 934-6200 FAX: (805) 934-6202
E-mail: lmartin@co.santa-barbara.ca.us

**EXHIBIT A
STANDARD AGREEMENT**

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

In June 2016, the California legislature increased DPR's funding to enhance the current Air Monitoring Network (AMN). The increased funding allows DPR to increase the number of communities it monitors from three to eight until June 30, 2018. Santa Maria is one of the new communities that DPR chose for AMN expansion 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

- 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
- 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. Contractor will participate in training provided by DPR staff regarding initial ambient air sampling for performing the sampling tasks required under this Agreement.

**EXHIBIT A
STANDARD 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. 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; and,
 - 4) One Volatile Organic Compound (VOC) canister.
- C. 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 a DPR-supplied aluminum storage container for the VOC Canisters during transport from sampling location to Contractor's storage facility.**
- D. 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 West Sacramento 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.
- E. 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: Edgar Vidrio
3971 Commerce Drive, Suite D
West Sacramento, CA 95961

EXHIBIT A
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7. Project Timeline

Ambient air sample collection by the Contractor will begin upon execution of this Agreement. One set of ambient air samples will be collected weekly by the Contractor. Two one-week sample sets will be mailed to DPR's West Sacramento 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. DPR will provide needed ambient sample collection training and sample collection documentation to the Contractor.
- C. DPR will make procedural documentation readily available to the Contractor.
- D. DPR will provide sampling schedule at least one month prior to weekly sampling.
- E. DPR will provide guidance, technical support, and troubleshoot instructions to Contractor should any sampling or equipment issues arise.
- F. DPR will inspect received ambient air samples and report back to Contractor any issues, if any, are observed.
- G. DPR will maintain an open dialogue with Contractor to assure project integrity.

**EXHIBIT B
STANDARD AGREEMENT**

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices by the DPR Contract Manager, DPR agrees to compensate the Contractor for actual expenditures incurred in accordance with the rate specified in paragraph 4 (Budget) of this Exhibit.
- C. The Contractor shall submit invoices to DPR for costs incurred pursuant to this Agreement. Payments will be made in arrears upon receipt and approval of invoice as stated below.
- D. Each invoice shall contain the following information:
 - 1) The Agreement number 16-C0089;
 - 2) Contractor's Invoice number;
 - 3) The dates or time period during which the invoiced costs were incurred; and,
 - 4) The signature of an authorized representative of the Contractor.
- E. The Contractor shall submit 2 copies of each invoice and all supporting documentation, not more frequently than monthly or less frequently than quarterly, in arrears, to:

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

- F. DPR agrees to make payment as promptly as fiscal procedures permit, upon receipt of the invoice(s), subject to approval by the DPR Contract Manager, and contingent upon satisfactory completion of the terms of this agreement.
- G. "Satisfactorily rendered" as used in this Agreement means that the Contractor has complied with all terms, conditions and performance requirements of this Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this

**EXHIBIT B
 STANDARD AGREEMENT**

event, the State shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the Contractor shall not be obligated to perform any provisions of this agreement.

- B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the current year and/or any subsequent years covered under this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress or the California State Legislature which may affect the provisions, terms or funding of this Agreement in any manner.
- C. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to the Contractor to reflect the reduced amount.

3. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Budget

Table 1 – Details Budget

Personnel	Hourly Rate	Benefit Rate	Total Amount
Agricultural Biologist III	32.87	35.28	\$40,072.20
Agricultural Biologist III Overtime Rate	49.31	35.28	\$21,316.68
Total Personnel and Benefits			\$61,388.88
Supplies general			\$200.00
Dry ice			\$600.00
Transportation ^⓪			
Driving to and from sampling location			\$1400.00
Driving to and from dry ice location			\$200.00
Driving to and from shipping location			\$100.00
Total Supplies			\$2,500.00
Total Direct Costs			\$63,888.88
Indirect Cost (25%)^⓪			\$15,972.22
Total Budget			\$79,861.11

^⓪Maximum mileage reimbursement rate will be set at \$0.54/mile. Mileage reimbursement covers: gasoline, cost of vehicle maintenance, insurance, licensing and registration, depreciation and all other costs associated with operation of the vehicle.

^⓪Indirect Cost: Indirect cost rate 25% of Total Direct Costs includes: depreciate of buildings and equipment, utility consumption, operations, and maintenance costs, administrative services provided at the departmental and central level.

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Table 2 – Agricultural Biologist III

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked	Total Cost
Agricultural Biologist III	32.87	35.28	68.15	588	\$40,072.20
Agricultural Biologist III OT	49.31	35.28	84.59	252	\$21,316.68
			Total:	840	\$61,388.88

5. Cost Limitation

- A. The total amount of this Agreement shall not exceed \$79,861.11.
- B. It is understood and agreed that this total is an estimate and that DPR will pay for only those services actually rendered as authorized by the DPR Contract Manager or their designee.

**EXHIBIT D
STANDARD AGREEMENT**

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

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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.

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. The 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 the contractor's limit of liability.

**EXHIBIT D
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- 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, 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.**