

AGREEMENT NUMBER 16-C0106
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: April 15, 2017 or upon final approval by the State, whichever occurs later, through April 15, 2019

3. The maximum amount of this Agreement is: **\$4,000.00**
Four thousand dollars and no 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	3 Pages
Exhibit B – Budget Detail and Payment Provisions	3 Pages
Exhibit C* – General Terms and Conditions (GTC 610)	*
Exhibit D - Special Terms and Conditions	2 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

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)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

263 Camino del Remedio, Santa Barbara, CA 93110

STATE OF CALIFORNIA

AGENCY NAME

Department of Pesticide Regulation

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Samantha Lewis, Business Services Manager

ADDRESS

1001 I Street, Sacramento, CA 95814

**California Department of General
Services Use Only**

☒ Exempt per:
Delegation Letter 74.6

EXHIBIT A
STANDARD AGREEMENT

SCOPE OF WORK

1. This Agreement is between the Department of Pesticide Regulation, hereinafter referred to as DPR, and Santa Barbara County, hereinafter referred to as Contractor.
2. This Agreement will commence on the start date April 15, 2017 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 April 15, 2019.
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, **Pam Wofford**, 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) 324-4297 Fax (916) 324-4088
E-mail: Pam.Wofford@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:

Lottie Martin
Santa Barbara County Agricultural Commissioner's Office
263 Camino del Remedio
Santa Barbara, CA 93110

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

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

Santa Barbara County
Attn: Lottie Martin
263 Camino del Remedio
Santa Barbara, CA 93110

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

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

Over the past several years the Department of Pesticide Regulation (DPR) has worked with County Agricultural Commissioners (CACs), the U.S. Environmental Protection Agency (US EPA), pesticide registrants, and tarpaulin manufacturers to help protect human health. The results of this effort are the phase II soil fumigant labels, regulations, and suggested permit conditions. To ensure the protection of human health these newly implemented measures need to be evaluated to determine if they are being used correctly and if they are working.

DPR will coordinate with CACs to collect samples of tarpaulins from DPR's Chloropicrin tarpaulin list used during field fumigant applications and retain a copy of the Fumigant Management Plan (FMP) and the Post Application Summary (PAS). To gather this information, CACs will conduct additional and enhanced pesticide use enforcement activities for soil applied fumigants. In addition to collecting information on concerns of issues that arise with soil fumigant applications, DPR will be able to monitor the quality of the manufactured tarps and determine if the 60% credit and calculated buffer zone distance used are correct.

Information will be collected by CACs during a fumigant use site inspection or headquarters inspections.

5. Objectives

To evaluate the use of phase II soil fumigant labels, regulations, and DPR suggested permit conditions for compliance and effectiveness. The information collected will be used to monitor quality control of the tarpaulins included in DPR's Chloropicrin tarpaulin list.

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6. Work to be Performed

Tarpaulin samples will be submitted as needed throughout the contract period for a pre-arranged number of inspections of fumigant applications using a tarpaulin from DPR's Chloropicrin tarpaulin list.

Task 1:

Contractor will collect a sample of Totally Impermeable Film (TIF) or "tarps" (on DPR's Chloropicrin tarpaulin list) in the field for testing as detailed in DPR's Standard Operating Procedure FSOT008.00.

Task 2:

Contractor will submit tarp samples to the lab and in the manner listed in DPR's Standard Operating Procedure FSOT008.00.

Task 3:

Contractor will obtain copies of the Fumigation Management Plans (FMPs) and corresponding Post Application Summary (PAS) if available, or collect the following data for the application monitored:

- Fumigation method
- Tarp name
- Tarp thickness
- Required buffer zone distance
- Tarp issues after fumigation (such as: holes, rips, ballooning, loss etc.)
- Date and time (*if included*) of tarp cutting
- Odor or other complaint (yes/no)
- Overlapping buffer zones (yes/ no/ avoided)

7. DPR's Responsibilities

- A. DPR staff will, as needed, provide guidance and training to Contractor staff for proper tarp sample collection per DPR's Standard Operating Procedure FSOT008.00.
- B. DPR will act as a liaison between the Contractor submitting the tarp samples to the laboratory for analysis and the laboratory staff, if any issues exist with quality of submitted samples.
- C. DPR will review the submitted spreadsheets by Contractor and request from said Counties any missing or incomplete information from submitted forms within 30 days of submission.

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-C0106;
 - 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, within 60 calendar days of collecting tarpaulin sample, 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 event, the State shall have no liability to pay any funds whatsoever to the Contractor

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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

Budget Line Item	Rate
1. A sample of Totally Impermeable Film (TIF) from DPR's Chloropicrin tarpaulin list for testing as detailed in SOP FSOT008.00 and a corresponding copy of the Fumigation Management Plan (FMP) and Post Application Summary (PAS) or if FMP and PAS are not available, the contractor should submit the following information along with the TIF sample: <ul style="list-style-type: none">a. Fumigation methodb. Tarp namec. Tarp thicknessd. Required buffer zone distancee. Tarp issues after fumigation (such as: holes, rips, ballooning, loss etc.)f. Date and time (<i>if included</i>) of tarp cuttingg. Odor or other complaint (yes/no)h. Overlapping buffer zones (yes/ no/ avoided)	\$1,000 each
Total Not to Exceed	\$4,000

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5. Cost Limitation

- A. The total amount of this Agreement shall not exceed \$4,000.00.
- 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
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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

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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.