

STANDARD AGREEMENT AMENDMENT

STD. 213 A (Rev 6/03)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 Pages

AGREEMENT NUMBER 16-C0089	AMENDMENT NUMBER A-1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and Contractor named below:

STATE AGENCY'S NAME

Department of Pesticide Regulation

CONTRACTOR'S NAME

Santa Barbara County

2. The term of this

Agreement is January 31, 2017 through December 31, 20193. The maximum amount of this \$155,791.99Agreement after this amendment is: One hundred fifty-five thousand seven hundred ninety-one dollars and 99 cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

Changes made to this Agreement are shown as: Text additions are displayed in **bold and underlined** and Text deletions are displayed as **strike through text (i.e., ~~Strike~~)**.

This amendment shall increase the total amount by \$75,930.88. The total amount of this Agreement shall not exceed \$155,791.99.



Exhibit A, Scope of Work is amended in its entirety as attached.

Exhibit B, paragraph 4 is amended in its entirety as attached.

Exhibit B, paragraph 5 is amended in its entirety as attached.

All other terms and conditions shall remain the same.

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

CONTRACTOR		CALIFORNIA Department of General Services Use Only
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		
624 W. Foster Road Santa Maria, CA 93455-3623		
STATE OF CALIFORNIA		
AGENCY NAME		
Department of Pesticide Regulation		
BY (Authorized Signature)	DATE SIGNED (Do not type)	
		
PRINTED NAME AND TITLE OF PERSON SIGNING		<input type="checkbox"/> Exempt per:
ADDRESS		
1001 I Street, 4 th Floor, Sacramento, CA 95814		

Amended Exhibit A in its entirety as follows:

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~~ **January 31, 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 ~~June 30, 2018~~ **December 31, 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, **Edgar Vidrio Minh Pham**, 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~~ **445-0979** Fax (916) 324-4088
E-mail: Edgar.Vidrio@cdpr.ca.gov **Minh.Pham@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: 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

~~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~~ **included in DPR's Air Monitoring Network (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.

- 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 Vidrie~~ **Minh Pham**
3971 Commerce Drive, Suite D
West Sacramento, CA 95961

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.

Amended Exhibit B, paragraph 4 is amended as follows:

4. Rates

Rates for these services are as follows:

Table 1 – Details Budget

Personnel	Hourly Rate	Benefit Rate	Total Amount
Agricultural Biologist III	32.87	35.28	\$40,072.20 <u>\$78,099.90</u>
Agricultural Biologist III Overtime Rate	49.31	35.28	\$21,316.68 <u>\$41,533.69</u>
Total Personnel and Benefits			<u>\$61,388.88</u> <u>\$119,633.59</u>
Supplies general			\$200.00 <u>\$400.00</u>
Dry ice			\$600.00 <u>\$1,200.00</u>
Transportation ^①			
Driving to and from sampling location			\$1400.00 <u>\$2,800.00</u>
Driving to and from dry ice location			\$200.00 <u>\$400.00</u>
Driving to and from shipping location			\$100.00 <u>\$200.00</u>
Total Supplies			<u>\$2,500.00</u> <u>\$5,000.00</u>
Total Direct			<u>\$63,888.88</u> <u>\$124,633.59</u>
Indirect cost (25%)^②			<u>\$15,972.22</u> <u>\$31,158.40</u>
Total budget			<u>\$79,861.11</u> <u>\$155,791.99</u>

① Maximum 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.

② Indirect Cost: 25% 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.

Table 2 – Agricultural Biologist III

Title	Hourly Wage	Hourly Benefit Amount	Total Hourly Rate	Estimated Hours to be Worked/19 months	Total Cost
Agricultural Biologist III	32.87	35.28	68.15	588 <u>1146</u>	\$40,072.20 <u>\$78,099.90</u>
Agricultural Biologist III OT	49.31	35.28	84.59	252 <u>491</u>	\$21,316.68 <u>\$41,533.69</u>
			*Total:	840 <u>1637</u>	<u>\$61,388.88</u> <u>\$119,633.59</u>

Amended Exhibit B, paragraph 5 is amended as follows:

5. Cost Limitation

- A. The total amount of this Agreement shall not exceed ~~\$79,861.11~~
\$155,791.99
- 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.