

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS  
ACTION AGENDA SUMMARY

DEPT: AGRICULTURAL COMMISSIONER

BOARD AGENDA # \*B-1

Urgent

Routine

AGENDA DATE December 21, 2010

CEO Concurs with Recommendation YES  NO

4/5 Vote Required YES  NO

(Information Attached)

SUBJECT:

Approval of an Agreement with the California Department of Pesticide Regulation for Educational Outreach and Safety Training

STAFF RECOMMENDATIONS:

1. Approve and authorize the Agricultural Commissioner to sign the agreement with the California Department of Pesticide Regulation for educational outreach and safety training.
2. Direct the Auditor-Controller to increase appropriations and estimated revenue as detailed in the Budget Journal Form.

FISCAL IMPACT:

Through this agreement, the California Department of Pesticide Regulation will provide \$35,000 in funding to the Agricultural Commissioner's Office to provide local outreach and pesticide safety training workshops for maintenance gardener pesticide applicators. The anticipated funding from the California Department of Pesticide Regulation contract was not budgeted in the Agricultural Commissioner's 2010-2011 Fiscal Year Budget, and it is therefore necessary that the revenue and appropriations be increased to reflect this agreement.

BOARD ACTION AS FOLLOWS:

No. 2010-766

On motion of Supervisor Chiesa, Seconded by Supervisor O'Brien  
and approved by the following vote,

Ayes: Supervisors: O'Brien, Chiesa, Monteith, DeMartini, and Chairman Grover

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

1) X Approved as recommended

2) \_\_\_\_\_ Denied

3) \_\_\_\_\_ Approved as amended

4) \_\_\_\_\_ Other:

MOTION:

ATTEST:

  
CHRISTINE FERRARO TALLMAN, Clerk

File No.

## Approval of an Agreement with California Department of Pesticide Regulation

### DISCUSSION:

The Stanislaus County Agricultural Commissioner works in conjunction with the California Department of Pesticide Regulation (CDPR) to enforce pesticide laws and regulations and administer the Pesticide Use Enforcement program at the local level. This program includes pesticide use enforcement in agricultural as well as urban settings. Maintenance gardeners are pest control businesses which use pesticides incidental to their main business of landscape work. Because of various factors including language barriers and a lack of interaction with regulatory officials, these businesses are often unaware of the laws and regulations pertaining to the safe use of pesticides and the associated certification and training requirements. The regulatory requirements include testing and certification, training in the use of proper personal protective equipment, and proper use and storage of pesticides.

The Agricultural Commissioner proposes to utilize the funding provided through this contract to conduct a public outreach campaign, mail bilingual study materials to maintenance gardeners, sponsor six free workshops for the maintenance gardener community to offer certification and training in the safe use of pesticides and to hire a professional trainer to conduct the workshops.

English and Spanish language press releases and radio and television public service announcements will be used to notify homeowners and maintenance gardeners about these training and certification workshops. Three of the workshops will be offered in Spanish and three will be in English. The requirements for the maintenance gardener certification, pest control business license as well as pesticide safety will be discussed. There will also be an opportunity to obtain certification at the end of each workshop session.

The Agricultural Commissioner will use a professional service agreement to hire a competent professional trainer to conduct the workshops. This trainer will be competent in training adults, will be bilingual in English and Spanish, and knowledgeable about pesticides, pesticide use laws and regulations, and pesticide safety.

### POLICY ISSUE:

This contract to provide local pesticide education and training is consistent with the Board Priority of A Strong Agricultural Economy/Heritage.

### STAFFING IMPACT:

There are no staffing impacts associated with this item.

### CONTACT PERSON:

Gary Caseri, Agricultural Commissioner. Telephone: 209-525-4730

# County of Stanislaus: Auditor-Controller Legal Budget Journal

Database  
Set of Books



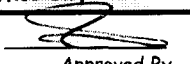
FMSDBPRD.CO.STANISLAUS.CA.US.PROD  
County of Stanislaus

<b>Balance Type</b>	<b>Budget</b>	
<b>Category</b>	* List - Text	<b>Budget - Upload</b>
<b>Source</b>	* List - Text	
<b>Currency</b>	* List - Text	<b>USD</b>
<b>Budget Name</b>	List - Text	<b>LEGAL BUDGET</b>
<b>Batch Name</b>	Text	<b>AG DJW</b>
<b>Journal Name</b>	Text	
<b>Journal Description</b>	Text	
<b>Journal Reference</b>	Text	
<b>Organization</b>	List - Text	<b>Stanislaus Budget Org</b>

Upl	Fund	Org	Acc't	GL Proj	Loc	Misc	Other	Debit		Credit		Period	Line Description
								incr appropriations	decr appropriations	incr est revenue	decr est revenue		
4	7	5	7	6	6	5	(format > number > general)		List - Text				
	0100	0010100	23193							35000			St-Aid for Ag Maint Gardnr
	0100	0010100	62600					300					Office Supplies
	0100	0010100	62630					350					Printing & Copying
	0100	0010100	62730					1980.14					Mail Services
	0100	0010100	65020					3850					Public Serv Ann/Adv
	0100	0010100	50120					4950					Prof Serv Agreement
	0100	0010100	74162					5000					Morgan Shop Fuel
	0100	0010100	74173					1250					County Vehicle Mileage
	0100	0010100	50000					17319.86					Personnel Costs

**Totals:** 35000 35000

**Explanation:** Increase revenue & appropriations relating to new contract with the California Department of Pesticide Regulation for  
Maintenance Gardener Project

<b>Requesting Department</b>	<b>CEO</b>	<b>Data Entry</b>	<b>Auditors Office Only</b>
 Signature	 Signature	Keyed by	 Approved By
12-13-10 Date	12-13-10 Date	Date	12-14-10 Date

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

AGREEMENT NUMBER <b>10-C0082</b>
REGISTRATION NUMBER <b>1119753</b>

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

STATE AGENCY'S NAME

**Department of Pesticide Regulation (DPR)**

CONTRACTOR'S NAME

**Stanislaus County**

2. The term of this Agreement is: **December 1, 2010 or upon final approval, whichever occurs later, through June 30, 2011**

3. The maximum amount of this Agreement is: **\$35,000.00**  
**Thirty-five 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.

<b>Exhibit A – Scope of Work</b>	1 Pages
<b>Exhibit A, Attachment 1</b>	5 Pages
<b>Exhibit B – Budget Detail and Payment Provisions</b>	4 Pages
<b>Exhibit C* – General Terms and Conditions (GTC 610)</b>	
<b>Exhibit D - Special Terms and Conditions</b>	2 Pages
<b>Exhibit E – Additional Provisions</b>	2 Pages
<b>Exhibit E, Attachment 1</b>	10 Pages

APPROVED AS TO FORM  
 STANISLAUS COUNTY COUNSEL  
 BY

*Deirdre McGrath*

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 <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>*

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.) <b>Stanislaus County</b>		
BY (Authorized Signature) <i>Gary Caseri</i>	DATE SIGNED (Do not type) <b>12-23-10</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>GARY CASERI, AGRICULTURAL COMMISSIONER/SEALER</b>		
ADDRESS <b>3800 Cornucopia Way, Suite B, Modesto, CA 95358-9494</b>		
STATE OF CALIFORNIA		
AGENCY NAME <b>Department of Pesticide Regulation</b>		
BY (Authorized Signature) <i>Samantha Lewis</i>	DATE SIGNED (Do not type) <b>1-5-11</b>	
PRINTED NAME AND TITLE OF PERSON SIGNING <b>Samantha Lewis, Business Services Manager</b>		
ADDRESS <b>1001 I Street Sacramento, CA 95814</b>		

Exempt per: Delegation Letter 74.4

**EXHIBIT A**  
STANDARD AGREEMENT

**SCOPE OF WORK**

1. Stanislaus County is herein after referred to as Contractor. Contractor agrees to facilitate outreach and pesticide safety training workshops for maintenance gardener pesticide applicators.
2. This Agreement will commence on the start date December 1, 2010 as presented herein or upon final 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, 2011. The parties may amend this agreement as permitted by law.
3. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Pesticide Regulation (DPR) Section/Unit: Pest Management and Licensing Branch	Contractor: Stanislaus County Section/Unit: Department of Agriculture
Contract Manager: Adolfo R. Gallo	Project Manager: Gary Caseri
Address: 1001 I Street, MS 3A Sacramento, CA 95814	Address: 3800 Cornucopia Way, Suite B Modesto, CA 95358-9494
Bus. Phone No.: 916-445-3895	Bus. Phone No.: 209-525-4730
Fax No: 916-445-4033	Fax No: 209-525-4790

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.

**EXHIBIT A, Attachment 1**  
STANDARD AGREEMENT

**Scope of Work Details**

The Department of Pesticide Regulation's (DPR's) mission, as mandated under the California Food and Agricultural Code section 11501, is:

- To provide for the proper, safe, and efficient use of pesticides essential for production of food and fiber and for protection of the public health and safety.
- To protect the environment from environmentally harmful pesticides by prohibiting, regulating, or ensuring proper stewardship of those pesticides.
- To assure the agricultural and pest control workers of safe working conditions where pesticides are present.
- To permit agricultural pest control by competent and responsible licensees and permittees under strict control of the director and commissioners.
- To assure consumers and users that pesticides are properly labeled and are appropriate for the use designated by the label and that state or local governmental dissemination of information on pesticidal uses of any registered pesticide product is consistent with the uses for which the product is registered.
- To encourage the development and implementation of pest management systems, stressing application of biological and cultural pest control techniques with selective pesticides when necessary to achieve acceptable levels of control with the least possible harm to non-target organisms and the environment.

DPR accomplishes its mission by regulating pesticides sales and use; by fostering reduced-risk pest management; and assuring compliance with federal and state pesticide laws and regulations. In addition, as mandated by the Code of Federal Regulations, Part 171; Sections 171.7 - 171.8, DPR established and maintains a State Plan for certifying and licensing pesticide applicators, other individuals, and businesses associated with the sale and use of pesticides. This project will help DPR to accomplish these mandates.

1. This Agreement is entered into by and between the Department of Pesticide Regulation (DPR), Pest Management and Licensing Branch, Certification and Training Program (C&T Program) and Stanislaus County, Department of Agriculture (Contractor).
2. This Agreement will assist the C&T Program in accomplishing its function of administering competency examinations for certifying commercial pesticide applicators engaged in maintenance gardening pest control; assuring through training that maintenance gardening pesticide applicators know about pesticides, pesticide safety, and other regulatory requirements; and licensing maintenance gardening pest control businesses.

**EXHIBIT A, Attachment 1**  
STANDARD AGREEMENT

3. The Contractor will:
- A. Coordinate with DPR to schedule any needed meetings or telephone conference calls between DPR and the Contractor.
  - B. Assure that the project activities are completed to provide the deliverables, as described in this Agreement.
  - C. Use its employees and others as needed to perform the project activities, as described in the Agreement.
  - D. Designate liaisons to work directly with designated DPR liaisons to complete the project activities described in the Agreement. The Contractor will immediately notify the DPR contact person designated in this Agreement of any Contractor staff or other change that will significantly delay or otherwise adversely impact the progress of the tasks associated with this agreement.
  - E. The Contractor will be expected to perform the following general activities to complete the projects identified in this Agreement:
    - 1) Use English and Spanish language public service announcements and other outreach methods to notify homeowners and maintenance gardener businesses of DPR requirements for the maintenance gardener qualified applicator certificate in pest control category Q, and maintenance gardener pest control business license when conducting pest control as part of the maintenance gardener activities;
    - 2) Notify maintenance gardeners about training and examination sessions during enforcement compliance inspections, with press releases, and via radio and TV public service announcements in English and Spanish;
    - 3) Hire a competent professional trainer or select a staff person, competent in training adults, bi-lingual in English and Spanish, and knowledgeable about pesticides, pesticide use laws and regulations, and pesticide safety, who will provide any needed training and presentation equipment;
    - 4) Assure use of the training curriculum and training material developed by the UC IPM Statewide Program, including the Power Point® presentation, study guide, and study guide work book, and any other mutually identified and DPR-approved training material, in local training sessions for maintenance gardening pesticide applicators, and the training curriculum will cover pesticides, pesticide safety, and pesticide regulatory requirements;
    - 5) Coordinate the scheduling of and facilitate six (6) local pesticide safety and regulatory training sessions in Stanislaus County for maintenance gardening pesticide applicators. There will be three (3) training sessions offered in English and three (3) training sessions offered in Spanish;

**EXHIBIT A, Attachment 1**

STANDARD AGREEMENT

- 6) Collaborate with DPR to schedule and offer examinations for the qualified applicator certificate in pest control category Q on the days of the pesticide safety and regulatory training workshops in Stanislaus County;
  - 7) Limit to twenty-five (25) the number of participants in each workshop and examination session. Participants shall be limited to non-certified maintenance gardener pesticide applicators, and;
  - 8) Secure a suitable training and examination facility, assuring that the facility is set up with necessary chairs, tables, and other equipment as needed.
- F. Contractor shall submit written Project Status Reports by: January 31, 2010, for the work period of December 2010; May 2, 2011, for the work period of January through March, 2011; and July 5, 2011, for the work period of April through June, 2011. Each project status report shall include the:
- 1) Agreement number;
  - 2) Project name;
  - 3) Summary of the tasks performed;
  - 4) Summary of any difficulties encountered and any proposed or utilized resolutions; and,
  - 5) Reasons for any deviations from the project quarterly work plan and proposed or utilized remedies for any delays to the outcomes caused by the deviations.
- G. The Contractor will be expected to perform the following specific project activities and generate the following deliverables during:
- 1) December 2010 through April 2011
    - a) Meet or speak as needed via telephone conference call as needed with DPR to discuss project, and to coordinate and/or adapt project strategies;
    - b) Collaborate with DPR to obtain an adequate inventory of DPR-approved training material for the pesticide safety workshop and study materials for maintenance gardening pesticide applicators; and,
    - c) Select a qualified trainer who has the following skills and knowledge:
      - i) Fluency in reading, writing and speaking Spanish and English, at a level adequate to effectively conduct the pesticide safety training and further communicate with the workshop participants;
      - ii) Experience in training adults in pesticide safety or other occupational safety topics, particularly in the agricultural, landscape maintenance, or maintenance gardening settings;
      - iii) Experience in handling pesticides and conducting pest control;



**EXHIBIT A, Attachment 1**

STANDARD AGREEMENT

- iv) Knowledge of pesticides, the principles of safe and effective pesticide use, and pesticide use laws and regulations;
  - d) Confirm meeting room, parking and site access arrangements at training and examination session site locations, including assuring adequate seating and tables, and the set up and take down of chairs and tables;
  - e) Provide to DPR within fifteen (15) business days of the start of this contract the dates for the training workshops and examination sessions; and
  - f) Conduct outreach about the training workshops and DPR certification requirements and examination opportunities, using one or more of the following:
    - i) Personal contact during compliance inspections,
    - ii) Targeted mailing, and
    - iii) Through public service announcements on television, radio, and print media.
  - g) Provide to the C&T Program no later than seven (7) business days before each examination session a list of examination applicants, including the original or copy of each participant's correctly completed qualified applicator certificate application. Provide additional accepted applications to the DPR staff prior to the start of the first workshop of the day;
  - h) Coordinate, plan and schedule six (6) training workshops and examination sessions, three (3) workshops in English and three (3) workshops in Spanish; and
  - i) Prepare and submit a progress report and billing invoice to DPR by the date as per this Agreement.
- 2) May through July 2011
- a) Meet or speak via telephone conference call with DPR for wrap-up discussion about the project; and
  - b) Prepare a final project report and billing invoice and submit to DPR by the date as per this Agreement.
- 6) DPR's Responsibilities
- A. Coordinate with the Contractor to schedule as needed, meetings or telephone conference calls between DPR and the Contractor, to discuss project status;

**EXHIBIT A, Attachment 1**

STANDARD AGREEMENT

- B. Provide the Contractor with needed information on State procedures and processes, as requested by the Contractor;
- C. Act as the Contractor's primary source of information about State certification, licensing and any other legal requirements affecting the work tasks identified in this agreement;
- D. Review, approve, or deny and resolve the Contractor's quarterly project status reports, billing invoices, and proposed work plans and a budget in a timely manner;
- E. Provide to the Contractor the curriculum and any other mutually-identified, DPR-approved training and regulatory material for use by the selected trainer for training maintenance gardening pesticide applicators about pesticides, pesticide safety, and regulatory requirements;
- F. Collaborate and coordinate with the contractor to obtain an inventory of study material for the qualified applicator certificate, pest control category Q; and
- G. Administer and proctor, at the training facility, the necessary examinations for the qualified applicator certificate, pest control category Q.

**EXHIBIT B**  
**STANDARD AGREEMENT**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing**

- 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 approved by the Contract Manager and upon receipt and approval of the invoices, DPR agrees to compensate Contractor, in arrears, for actual allowable costs incurred as specified herein and in accordance with the rates specified herein or attached hereto. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- C. The Contractor shall submit two (2) copies of each invoice and all supporting documentation by: January 31, 2011, for the work period of December 2010; May 2, 2011, for the work period of January through March, 2011; and July 5, 2011, for the work period of April through June, 2011. Invoices shall be submitted in arrears to:

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

- D. All invoices shall contain the name of the Contractor, the Contractor's address as specified on the first page of this Agreement (Std 213), the Agreement number 10-C0082, the project name, the date of the invoice, the Contractor's invoice number, the invoice period, and a description of the services provided.

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- 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 not appropriated, reduced or deleted by the United States Government or the California State Legislature for purposes of this program, DPR shall have the option to either cancel this Agreement with no liability occurring

**EXHIBIT B**  
**STANDARD AGREEMENT**

to DPR, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

- D. The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

**3. Payment**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- B. Contractor will be reimbursed for direct costs, other than salary costs, that are identified in the Contractor's rates.
- C. Contractor will bill in arrears for costs incurred during the billing period. If applicable, salary costs will be itemized and billed by position classification. Documentation supporting specific salary costs will be presented if requested by DPR. Non-wage costs will be billed, in summary, according to general expense categories. A detailed report of transactions will support the billing. Individual expenditures exceeding \$500.00 will be supported by a photocopy of the original documentation. Documentation in support of expenditures less than \$500.00 will be presented if requested by DPR.
- D. Ten percent (10%) withhold of the total amount of this Agreement shall be withheld by DPR until the satisfactory completion of this Agreement.

**4. Rates**

**Rates for these services are as follows:**

	Total Amount
1. Salaries & Wages	\$14,504.36
2. Benefits ①	4,904.21
3. Travel ②	1,250.00
4. Supplies③	2,630.14
5. Contractual	8,800.00
6. Minor Equipment④ or Equipment	0.00
7. Indirect Cost⑤	2,911.29
<b>Total Amount</b>	<b>\$35,000.00</b>

①Benefits include: Worker's Compensation and other benefits appropriate for title.

②Travel includes: Invoice for payments on travel shall be based on the DPA travel rates and guidelines.

③Supplies include: Office supplies, printing and copying, and mail services.

**EXHIBIT B  
 STANDARD AGREEMENT**

©Indirect Cost: 15% indirect cost rate includes: depreciation of buildings and equipment, utility consumption, operations and maintenance costs, administrative services provided at the departmental and central level, and library costs.

**PERSONNEL COSTS**

STAFF	Salary Rate	Benefit Rate	Total Hourly	Total	
				Hours	Cost
Deputy Ag Commissioner	\$37.03	27.23%	\$47.12	106.00	\$ 4,994.72
Agricultural/Weights & Measures Inspector	\$27.42	33.21%	\$36.53	285.00	\$10,411.05
Agricultural Assistant II	\$18.23	55.30%	\$28.32	24.00	\$ 679.68
Account Clerk II	\$18.63	57.03%	\$29.26	72.00	\$ 2,106.72
Accountant I	\$24.64	23.39%	\$30.41	40.00	\$ 1,216.40
<b>TOTAL DIRECT STAFF COST</b>					\$19,408.57
Indirect costs (15% of personnel services)	0.15				\$ 2,911.29
<b>TOTAL PERSONNEL COST</b>				527.00	<b>\$22,319.86</b>

**OPERATING EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	Cost
62600	Office Supplies	\$ 300.00
62630	Printing & Copying	\$ 350.00
62730	Mail Services	\$ 1,980.14

**CONTRACTS SERVICES**

ACCOUNT NUMBER	DESCRIPTION	Cost
65020	Public Service Announcement Advertising	\$ 3,850.00
50120	Professional Service Agreement &	\$ 4,950.00

**TRAVEL**

ACCOUNT NUMBER	DESCRIPTION	Cost
74173	County Vehicle (.50¢ / Mile) at 2,500 miles	\$ 1,250.00

<b>TOTAL OPERATING EXPENSES</b>		<b>\$12,680.14</b>
---------------------------------	--	--------------------

<b>TOTAL PROJECT COST</b>		<b>\$35,000.00</b>
---------------------------	--	--------------------

**EXHIBIT B**  
**STANDARD AGREEMENT**

**5. Cost Limitation**

- A. The total amount of this Agreement shall not exceed \$35,000.00.
- 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 his/her designee.

**EXHIBIT D**  
**STANDARD AGREEMENT**

**SPECIAL TERMS AND CONDITIONS**

**1. Termination**

- A. Either Party reserves the right to terminate this agreement without cause upon thirty (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 notice to contractor.

**2. Subcontracting**

- A. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted unless the subcontract(s) is identified in this Agreement.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.

**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.

**3. Retention of Records/Audits**

- A. 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,

**EXHIBIT D**  
**STANDARD AGREEMENT**

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.

- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.



**EXHIBIT E**  
**STANDARD AGREEMENT**

**ADDITIONAL PROVISIONS**

**1. Federal Agreement**

- A. This Agreement is resulting from funding under Federal Assistance Agreement No. E-0091551-0 with the U.S. Environmental Protection Agency. The Federal Assistance Agreement is attached to this contract Agreement as Attachment 1 of this Exhibit.

Standard Federal regulations specified and listed as part of Attachment 1, including CFRs, and OMB circulars, are not attached hereto, but are expressly incorporated by reference.

- B. The Contractor understands that the State is obligated; in accordance with its Federal Assistance Agreement with USEPA to comply with the provisions of federal regulations contained in Title 40 CFR and any conditions in the agreement and any amendments thereto. In order to ensure the State can meet these obligations the Contractor agrees to all general and special conditions contained in the USEPA Assistance Agreement.
- C. In addition the Contractor agrees that affirmative steps will be taken to assure that qualified small, minority, and women's businesses (MBE/WBE) are used, when possible, as sources of supplies, equipment and subcontracting services, if applicable, under this Agreement.

**2. Contractor Evaluation**

The Contractor is hereby notified that its performance under this Agreement may be evaluated within thirty (30) calendar days following the Expiration of this Agreement. The evaluation may include statements on the adequacy of the service or the product, whether the service was satisfactory, whether the service or the product was provided or completed within the time limitations, reasons for time or cost overruns, whether the product is operational or being utilized by the State, and/or the State plans for implementation, and the State's general impression as to the competency of the Contractor and its staff. The evaluation shall be filed in the State's official Contractor Evaluation File.

**3. Consulting Services**

- A. The Contractor is hereby advised of its duties, obligations and rights under Public Contract Code § 10335.5.
- B. The Contractor's key personnel assigned to perform work under this Agreement and their level of responsibility shall be mutually acceptable to the State and the Contractor.

**EXHIBIT E**  
**STANDARD AGREEMENT**

**4. 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 ten (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.
- 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.  

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.
- F. 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.

**EXHIBIT E, ATTACHMENT 1**  
**STANDARD AGREEMENT**

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Stanislaus County		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	APPROVED AS TO FORM STANISLAUS COUNTY COUNSEL

BY

*Deirdre McStrath*

**CONTRACTOR CERTIFICATION CLAUSES**

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the

certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

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

AGREEMENT NUMBER <b>10-C0082</b>
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 (DPR)**

CONTRACTOR'S NAME

**Stanislaus County**

2. The term of this Agreement is: December 1, 2010 or upon final approval, whichever occurs later, through June 30, 2011

3. The maximum amount of this Agreement is: **\$35,000.00**  
**Thirty-five 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** \_\_\_\_\_ Pages

**Exhibit B – Budget Detail and Payment Provisions** \_\_\_\_\_ Pages

**Exhibit C\* – General Terms and Conditions (GTC 610)**

**Exhibit D - Special Terms and Conditions** \_\_\_\_\_ Pages

**Exhibit E – Additional Provisions** \_\_\_\_\_ Pages

**APPROVED AS TO FORM:  
 STANISLAUS COUNTY COUNSEL**

BY

*[Handwritten Signature]*

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 <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>

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

<b>CONTRACTOR</b>		California Department of General Services Use Only
CONTRACTOR'S NAME (if other than an individual, state whether a corporation, partnership, etc.)		
<b>Stanislaus County</b>		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
<i>[Signature]</i>		
PRINTED NAME AND TITLE OF PERSON SIGNING		
ADDRESS		
3800 Cornucopia Way, Suite B, Modesto, CA 95358-9494		
<b>STATE OF CALIFORNIA</b>		
AGENCY NAME		
<b>Department of Pesticide Regulation</b>		
BY (Authorized Signature)	DATE SIGNED(Do not type)	
<i>[Signature]</i>		
PRINTED NAME AND TITLE OF PERSON SIGNING		
Samantha Lewis, Business Services Manager		
ADDRESS		
1001 I Street Sacramento, CA 95814		

Exempt per: Delegation Letter 74.4



**EXHIBIT A**  
STANDARD AGREEMENT

**SCOPE OF WORK**

1. Stanislaus County is herein after referred to as Contractor. Contractor agrees to facilitate outreach and pesticide safety training workshops for maintenance gardener pesticide applicators.
2. This Agreement will commence on the start date December 1, 2010 as presented herein or upon final 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, 2011. The parties may amend this agreement as permitted by law.
3. All inquiries during the term of this Agreement will be directed to the project representatives listed below:

Department of Pesticide Regulation (DPR) Section/Unit: Pest Management and Licensing Branch	Contractor: Stanislaus County Section/Unit: Department of Agriculture
Contract Manager: Adolfo R. Gallo	Project Manager: Gary Caseri
Address: 1001 I Street, MS 3A Sacramento, CA 95814	Address: 3800 Cornucopia Way, Suite B Modesto, CA 95358-9494
Bus. Phone No: 916-445-3895	Bus. Phone No: 209-525-4730
Fax No: 916-445-4033	Fax No: 209-525-4790

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.

**EXHIBIT A, Attachment 1**  
STANDARD AGREEMENT

**Scope of Work Details**

The Department of Pesticide Regulation's (DPR's) mission, as mandated under the California Food and Agricultural Code section 11501, is:

- To provide for the proper, safe, and efficient use of pesticides essential for production of food and fiber and for protection of the public health and safety.
- To protect the environment from environmentally harmful pesticides by prohibiting, regulating, or ensuring proper stewardship of those pesticides.
- To assure the agricultural and pest control workers of safe working conditions where pesticides are present.
- To permit agricultural pest control by competent and responsible licensees and permittees under strict control of the director and commissioners.
- To assure consumers and users that pesticides are properly labeled and are appropriate for the use designated by the label and that state or local governmental dissemination of information on pesticidal uses of any registered pesticide product is consistent with the uses for which the product is registered.
- To encourage the development and implementation of pest management systems, stressing application of biological and cultural pest control techniques with selective pesticides when necessary to achieve acceptable levels of control with the least possible harm to non-target organisms and the environment.

DPR accomplishes its mission by regulating pesticides sales and use; by fostering reduced-risk pest management; and assuring compliance with federal and state pesticide laws and regulations. In addition, as mandated by the Code of Federal Regulations, Part 171; Sections 171.7 - 171.8, DPR established and maintains a State Plan for certifying and licensing pesticide applicators, other individuals, and businesses associated with the sale and use of pesticides. This project will help DPR to accomplish these mandates.

1. This Agreement is entered into by and between the Department of Pesticide Regulation (DPR), Pest Management and Licensing Branch, Certification and Training Program (C&T Program) and Stanislaus County, Department of Agriculture (Contractor).
2. This Agreement will assist the C&T Program in accomplishing its function of administering competency examinations for certifying commercial pesticide applicators engaged in maintenance gardening pest control; assuring through training that maintenance gardening pesticide applicators know about pesticides, pesticide safety, and other regulatory requirements; and licensing maintenance gardening pest control businesses.

**EXHIBIT A, Attachment 1**  
STANDARD AGREEMENT

3. The Contractor will:
- A. Coordinate with DPR to schedule any needed meetings or telephone conference calls between DPR and the Contractor.
  - B. Assure that the project activities are completed to provide the deliverables, as described in this Agreement.
  - C. Use its employees and others as needed to perform the project activities, as described in the Agreement.
  - D. Designate liaisons to work directly with designated DPR liaisons to complete the project activities described in the Agreement. The Contractor will immediately notify the DPR contact person designated in this Agreement of any Contractor staff or other change that will significantly delay or otherwise adversely impact the progress of the tasks associated with this agreement.
  - E. The Contractor will be expected to perform the following general activities to complete the projects identified in this Agreement:
    - 1) Use English and Spanish language public service announcements and other outreach methods to notify homeowners and maintenance gardener businesses of DPR requirements for the maintenance gardener qualified applicator certificate in pest control category Q, and maintenance gardener pest control business license when conducting pest control as part of the maintenance gardener activities;
    - 2) Notify maintenance gardeners about training and examination sessions during enforcement compliance inspections, with press releases, and via radio and TV public service announcements in English and Spanish;
    - 3) Hire a competent professional trainer or select a staff person, competent in training adults, bi-lingual in English and Spanish, and knowledgeable about pesticides, pesticide use laws and regulations, and pesticide safety, who will provide any needed training and presentation equipment;
    - 4) Assure use of the training curriculum and training material developed by the UC IPM Statewide Program, including the Power Point® presentation, study guide, and study guide work book, and any other mutually identified and DPR-approved training material, in local training sessions for maintenance gardening pesticide applicators, and the training curriculum will cover pesticides, pesticide safety, and pesticide regulatory requirements;
    - 5) Coordinate the scheduling of and facilitate six (6) local pesticide safety and regulatory training sessions in Stanislaus County for maintenance gardening pesticide applicators. There will be three (3) training sessions offered in English and three (3) training sessions offered in Spanish;

**EXHIBIT A, Attachment 1**  
STANDARD AGREEMENT

- 6) Collaborate with DPR to schedule and offer examinations for the qualified applicator certificate in pest control category Q on the days of the pesticide safety and regulatory training workshops in Stanislaus County;
  - 7) Limit to twenty-five (25) the number of participants in each workshop and examination session. Participants shall be limited to non-certified maintenance gardener pesticide applicators, and;
  - 8) Secure a suitable training and examination facility, assuring that the facility is set up with necessary chairs, tables, and other equipment as needed.
- F. Contractor shall submit written Project Status Reports by: January 31, 2010, for the work period of December 2010; May 2, 2011, for the work period of January through March, 2011; and July 5, 2011, for the work period of April through June, 2011. Each project status report shall include the:
- 1) Agreement number;
  - 2) Project name;
  - 3) Summary of the tasks performed;
  - 4) Summary of any difficulties encountered and any proposed or utilized resolutions; and,
  - 5) Reasons for any deviations from the project quarterly work plan and proposed or utilized remedies for any delays to the outcomes caused by the deviations.
- G. The Contractor will be expected to perform the following specific project activities and generate the following deliverables during:
- 1) December 2010 through April 2011
    - a) Meet or speak as needed via telephone conference call as needed with DPR to discuss project, and to coordinate and/or adapt project strategies;
    - b) Collaborate with DPR to obtain an adequate inventory of DPR-approved training material for the pesticide safety workshop and study materials for maintenance gardening pesticide applicators; and,
    - c) Select a qualified trainer who has the following skills and knowledge:
      - i) Fluency in reading, writing and speaking Spanish and English, at a level adequate to effectively conduct the pesticide safety training and further communicate with the workshop participants;
      - ii) Experience in training adults in pesticide safety or other occupational safety topics, particularly in the agricultural, landscape maintenance, or maintenance gardening settings;
      - iii) Experience in handling pesticides and conducting pest control;

**EXHIBIT A, Attachment 1**  
STANDARD AGREEMENT

- iv) Knowledge of pesticides, the principles of safe and effective pesticide use, and pesticide use laws and regulations;
  - d) Confirm meeting room, parking and site access arrangements at training and examination session site locations, including assuring adequate seating and tables, and the set up and take down of chairs and tables;
  - e) Provide to DPR within fifteen (15) business days of the start of this contract the dates for the training workshops and examination sessions; and
  - f) Conduct outreach about the training workshops and DPR certification requirements and examination opportunities, using one or more of the following:
    - i) Personal contact during compliance inspections,
    - ii) Targeted mailing, and
    - iii) Through public service announcements on television, radio, and print media.
  - g) Provide to the C&T Program no later than seven (7) business days before each examination session a list of examination applicants, including the original or copy of each participant's correctly completed qualified applicator certificate application. Provide additional accepted applications to the DPR staff prior to the start of the first workshop of the day;
  - h) Coordinate, plan and schedule six (6) training workshops and examination sessions, three (3) workshops in English and three (3) workshops in Spanish; and
  - i) Prepare and submit a progress report and billing invoice to DPR by the date as per this Agreement.
- 2) May through July 2011
- a) Meet or speak via telephone conference call with DPR for wrap-up discussion about the project; and
  - b) Prepare a final project report and billing invoice and submit to DPR by the date as per this Agreement.
- 6) DPR's Responsibilities
- A. Coordinate with the Contractor to schedule as needed, meetings or telephone conference calls between DPR and the Contractor, to discuss project status;

**EXHIBIT A, Attachment 1**  
STANDARD AGREEMENT

- B. Provide the Contractor with needed information on State procedures and processes, as requested by the Contractor;
- C. Act as the Contractor's primary source of information about State certification, licensing and any other legal requirements affecting the work tasks identified in this agreement;
- D. Review, approve, or deny and resolve the Contractor's quarterly project status reports, billing invoices, and proposed work plans and a budget in a timely manner;
- E. Provide to the Contractor the curriculum and any other mutually-identified, DPR-approved training and regulatory material for use by the selected trainer for training maintenance gardening pesticide applicators about pesticides, pesticide safety, and regulatory requirements;
- F. Collaborate and coordinate with the contractor to obtain an inventory of study material for the qualified applicator certificate, pest control category Q; and
- G. Administer and proctor, at the training facility, the necessary examinations for the qualified applicator certificate, pest control category Q.

**EXHIBIT B**  
**STANDARD AGREEMENT**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing**

- 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 approved by the Contract Manager and upon receipt and approval of the invoices, DPR agrees to compensate Contractor, in arrears, for actual allowable costs incurred as specified herein and in accordance with the rates specified herein or attached hereto. Incomplete or disputed invoices shall be returned to Contractor, unpaid, for correction.
- C. The Contractor shall submit two (2) copies of each invoice and all supporting documentation by: January 31, 2011, for the work period of December 2010; May 2, 2011, for the work period of January through March, 2011; and July 5, 2011, for the work period of April through June, 2011. Invoices shall be submitted in arrears to:

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

- D. All invoices shall contain the name of the Contractor, the Contractor's address as specified on the first page of this Agreement (Std 213), the Agreement number 10-C0082, the project name, the date of the invoice, the Contractor's invoice number, the invoice period, and a description of the services provided.

**2. Budget Contingency Clause**

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if the Agreement were executed after that determination was made.
- 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 not appropriated, reduced or deleted by the United States Government or the California State Legislature for purposes of this program, DPR shall have the option to either cancel this Agreement with no liability occurring

**EXHIBIT B  
 STANDARD AGREEMENT**

to DPR, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

- D. The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

**3. Payment**

- A. Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.
- B. Contractor will be reimbursed for direct costs, other than salary costs, that are identified in the Contractor's rates.
- C. Contractor will bill in arrears for costs incurred during the billing period. If applicable, salary costs will be itemized and billed by position classification. Documentation supporting specific salary costs will be presented if requested by DPR. Non-wage costs will be billed, in summary, according to general expense categories. A detailed report of transactions will support the billing. Individual expenditures exceeding \$500.00 will be supported by a photocopy of the original documentation. Documentation in support of expenditures less than \$500.00 will be presented if requested by DPR.
- D. Ten percent (10%) withhold of the total amount of this Agreement shall be withheld by DPR until the satisfactory completion of this Agreement.

**4. Rates**

**Rates for these services are as follows:**

	Total Amount
1. Salaries & Wages	\$14,504.36
2. Benefits ①	4,904.21
3. Travel ②	1,250.00
4. Supplies③	2,630.14
5. Contractual	8,800.00
6. Minor Equipment④ or Equipment	0.00
7. Indirect Cost⑤	2,911.29
<b>Total Amount</b>	<b>\$35,000.00</b>

①Benefits include: Worker's Compensation and other benefits appropriate for title.

②Travel includes: Invoice for payments on travel shall be based on the DPA travel rates and guidelines.

③Supplies include: Office supplies, printing and copying, and mail services.



**EXHIBIT B  
 STANDARD AGREEMENT**

© Indirect Cost: 15% indirect cost rate includes: depreciation of buildings and equipment, utility consumption, operations and maintenance costs, administrative services provided at the departmental and central level, and library costs.

**PERSONNEL COSTS**

STAFF	Salary Rate	Benefit Rate	Total Hourly	Total	
				Hours	Cost
Deputy Ag Commissioner	\$37.03	27.23%	\$47.12	106.00	\$ 4,994.72
Agricultural/Weights & Measures Inspector	\$27.42	33.21%	\$36.53	285.00	\$10,411.05
Agricultural Assistant II	\$18.23	55.30%	\$28.32	24.00	\$ 679.68
Account Clerk II	\$18.63	57.03%	\$29.26	72.00	\$ 2,106.72
Accountant I	\$24.64	23.39%	\$30.41	40.00	\$ 1,216.40
<b>TOTAL DIRECT STAFF COST</b>					<b>\$19,408.57</b>
Indirect costs (15% of personnel services)	0.15				\$ 2,911.29
<b>TOTAL PERSONNEL COST</b>				<b>527.00</b>	<b>\$22,319.86</b>

**OPERATING EXPENSES**

ACCOUNT NUMBER	DESCRIPTION	Cost
62600	Office Supplies	\$ 300.00
62630	Printing & Copying	\$ 350.00
62730	Mail Services	\$ 1,980.14

**CONTRACTS SERVICES**

ACCOUNT NUMBER	DESCRIPTION	Cost
65020	Public Service Announcement Advertising	\$ 3,850.00
50120	Professional Service Agreement &	\$ 4,950.00

**TRAVEL**

ACCOUNT NUMBER	DESCRIPTION	Cost
74173	County Vehicle (.50¢ / Mile) at 2,500 miles	\$ 1,250.00

<b>TOTAL OPERATING EXPENSES</b>		<b>\$12,680.14</b>
<b>TOTAL PROJECT COST</b>		<b>\$35,000.00</b>

**EXHIBIT B**  
**STANDARD AGREEMENT**

**5. Cost Limitation**

- A. The total amount of this Agreement shall not exceed \$35,000.00.
- 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 his/her designee.

**EXHIBIT D**  
**STANDARD AGREEMENT**

**SPECIAL TERMS AND CONDITIONS**

**1. Termination**

- A. Either Party reserves the right to terminate this agreement without cause upon thirty (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 notice to contractor.

**2. Subcontracting**

- A. Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted unless the subcontract(s) is identified in this Agreement.
- B. Any subcontract in excess of \$25,000, entered into as a result of this Agreement, shall contain all the provisions stipulated in this Agreement to be applicable to Subcontractors.

**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.

**3. Retention of Records/Audits**

- A. 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,

**EXHIBIT D**  
**STANDARD AGREEMENT**

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.

- B. Any subcontract entered into as a result of this Agreement shall contain all the provisions of this article.

**EXHIBIT E**  
**STANDARD AGREEMENT**

**ADDITIONAL PROVISIONS**

**1. Federal Agreement**

- A. This Agreement is resulting from funding under Federal Assistance Agreement No. E-0091551-0 with the U.S. Environmental Protection Agency. The Federal Assistance Agreement is attached to this contract Agreement as Attachment 1 of this Exhibit.

Standard Federal regulations specified and listed as part of Attachment 1, including CFRs, and OMB circulars, are not attached hereto, but are expressly incorporated by reference.

- B. The Contractor understands that the State is obligated; in accordance with its Federal Assistance Agreement with USEPA to comply with the provisions of federal regulations contained in Title 40 CFR and any conditions in the agreement and any amendments thereto. In order to ensure the State can meet these obligations the Contractor agrees to all general and special conditions contained in the USEPA Assistance Agreement.
- C. In addition the Contractor agrees that affirmative steps will be taken to assure that qualified small, minority, and women's businesses (MBE/WBE) are used, when possible, as sources of supplies, equipment and subcontracting services, if applicable, under this Agreement.

**2. Contractor Evaluation**

The Contractor is hereby notified that its performance under this Agreement may be evaluated within thirty (30) calendar days following the Expiration of this Agreement. The evaluation may include statements on the adequacy of the service or the product, whether the service was satisfactory, whether the service or the product was provided or completed within the time limitations, reasons for time or cost overruns, whether the product is operational or being utilized by the State, and/or the State plans for implementation, and the State's general impression as to the competency of the Contractor and its staff. The evaluation shall be filed in the State's official Contractor Evaluation File.

**3. Consulting Services**

- A. The Contractor is hereby advised of its duties, obligations and rights under Public Contract Code § 10335.5.
- B. The Contractor's key personnel assigned to perform work under this Agreement and their level of responsibility shall be mutually acceptable to the State and the Contractor.

**EXHIBIT E**  
**STANDARD AGREEMENT**

**4. 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 ten (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.
- 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.  

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.
- F. 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.

**EXHIBIT E, ATTACHMENT 1**  
**STANDARD AGREEMENT**

CCC-307

**CERTIFICATION**

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i> Stanislaus County		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	APPROVED AS TO FORM: STANISLAUS COUNTY COUNSEL

BY

*Deirdre M. Hall*

**CONTRACTOR CERTIFICATION CLAUSES**

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the



certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations,

or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over \$100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

### **DOING BUSINESS WITH THE STATE OF CALIFORNIA**

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.