

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

AGREEMENT NUMBER

15-C0009

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Department of Pesticide Regulation

CONTRACTOR'S NAME

Contra Costa County

2. The term of this Agreement is: July 1, 2015 or upon final approval by the State, whichever occurs later, through February 29, 2016
3. The maximum amount of this Agreement is: **\$21,599.34**
Twenty-one thousand five hundred ninety-nine dollars and thirty-four cents

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

Exhibit A – Scope of Work	4 Pages
Exhibit B – Budget Detail and Payment Provisions	2 Pages
Exhibit C* – General Terms and Conditions (GTC 610)	*
Exhibit D - Special Terms and Conditions	2 Pages
Attachment 1 – Cooperative Agreement	**
Attachment 2 – California Food and Agricultural Code section 2281	1 Page

Items above shown with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto. *These documents can be viewed at <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>*

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

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

CONTRACTOR

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

Contra Costa County

BY (Authorized Signature)

DATE SIGNED(Do not type)



Chad Godoy, Agricultural Commissioner
Director of Weights & Measures

ADDRESS

2366A Stanwell Circle, Concord, CA 94520

STATE OF CALIFORNIA

AGENCY NAME

Department of Pesticide Regulation

BY (Authorized Signature)

DATE SIGNED(Do not type)



PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

1001 I Street, Sacramento, CA 95814

**California Department of General
Services Use Only**

☒ Exempt per:
Delegation Letter 74.5

EXHIBIT A
STANDARD AGREEMENT

SCOPE OF WORK

1. This Agreement is entered into by the Department of Pesticide Regulation, hereinafter referred to as DPR, and Contra Costa County, hereinafter referred to as Contractor.
2. This Agreement will commence on the start date July 1, 2015 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 noticed to proceed by the Contract Manager. This Agreement shall expire on February 29, 2016. The services shall be provided during normal working hours.

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 DPR Contract Manager, Erin Yee, at:

Department of Pesticide Regulation
Enforcement Branch, MS 3B
1001 I Street, P.O. Box 4015
Sacramento, CA 95812-4015

Phone: (916) 445-3913 Fax: (916) 445-3907
Email: Erin.Yee@cdpr.ca.gov

- B. All programmatic communications from DPR to the Contractor shall be directed to the attention of Chad Godoy, County Agricultural Commissioner, or designee at the following address and phone/fax numbers:

Contra Costa County Agricultural Commissioner
2366A Stanwell Circle
Concord, CA 94520

Phone: (925) 646-5250 Fax: (925) 646-5732

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

TREAS CONTRA COSTA CNTY/AG COM
2366A Stanwell Circle
Concord, CA 94520

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

EXHIBIT A
STANDARD AGREEMENT

4. Background and Purpose

The objective of this contract is to assist DPR in carrying out its Enforcement Evaluation and Improvement Project (EEIP).

The EEIP, and this contract, will assist DPR in its compliance with the Federal Insecticide Fungicide and Rodenticide Act (FIFRA) statutory requirements pursuant to delegated enforcement authority from U.S. EPA through the three-party Cooperative Agreement¹ between U.S. EPA, DPR and County Agricultural Commissioners and Sealers Association, and Food and Agriculture Code section 2281².

Over the years, the number of enforcement actions, method of submission, level of interaction between the County Agricultural Commissioner (CAC) and DPR staff, requested detail, and the timing of submission has varied considerably. Recently, DPR has determined there is a need to increase communication and collaboration with the CAC in the tracking, development, and preparation of enforcement responses. DPR review of notice of proposed actions and civil penalty action hearing decisions prior to issuance will support and strengthen enforcement and assist the CACs with difficult or complicated enforcement action decisions. In addition, this collaboration will assist DPR in determining whether enforcement actions are warranted at the state level.

EEIP activities include:

- The collection of complete compliance and enforcement data from the CAC for the purpose of evaluating individuals and businesses licensed by the state to determine if enforcement action is warranted;
- The evaluation of compliance and enforcement data to ensure statewide consistency with DPR policies, regulations and law, and identify trends that will be used to improve outreach and education to licensees; and,
- The improvement of communication and collaboration between DPR and the CAC in the tracking, development, and preparation of enforcement responses as needed to establish and implement county agricultural commissioner enforcement.

The work carried out under this contract includes the collection and submission of historical compliance and enforcement data. DPR will evaluate this data and dialogue with the CAC to determine if the enforcement responses are consistent and appropriate. In addition, collection and evaluation of several years' worth of compliance and enforcement data coupled with input from the CAC, will highlight

¹ Cooperative Agreement included as Attachment 1 of this Agreement

² Food and Agricultural Code section 2281 included at Attachment 2 of this Agreement.

EXHIBIT A
STANDARD AGREEMENT

chronic violators and allow DPR to pursue statewide enforcement actions against individuals and businesses licensed by the state.

5. Contractor Responsibilities

- A. Submit all complete inspections and associated follow-up inspections from January 1, 2014 through December 31, 2014 to DPR including:
 - 1) Field Worker Safety Inspection Report (PR-ENF-103);
 - 2) Pesticide Use Monitoring Inspection Report (PR-ENF-104);
 - 3) Commodity Fumigation Use Monitoring Inspection Report (PR-ENF-105);
 - 4) Field Fumigation Use Monitoring Inspection Report (PR-ENF-106);
 - 5) Structural Fumigation Use Monitoring Inspection Report (PR-ENF-107);
 - 6) Structural Use Monitoring Inspection Report (PR-ENF-108);
 - 7) Pest Control Headquarters Inspection Report (PR-ENF-109); and,
 - 8) Pest Control Business Headquarters Inspection Report (PR-ENF-110).
- B. Submit information pertaining to both pending and complete enforcement actions from January 1, 2014 through December 31, 2014 to DPR including:
 - 1) Notice of Proposed Action;
 - 2) Administrative civil penalty closing document (e.g., Stipulation and Waiver or Order); and,
 - 3) Enforcement/Compliance Action Summary form (DPR-ENF-046).
- C. Respond to any questions from DPR about the data, including how compliance data is linked to enforcement data.
- D. Communicate and collaborate with DPR
 - 1) In the tracking, development, and preparation of enforcement responses as needed.
 - 2) Provide input on proposed statewide enforcement actions against individuals and businesses licensed by the State.

EXHIBIT A
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6. DPR Responsibilities

- A. Evaluate, communicate and collaborate with CAC and staff regarding how compliance data is linked to enforcement data.
- B. Communicate and collaborate with the CAC and staff in the tracking, development, and preparation of enforcement responses as needed to implement county agricultural commissioner enforcement.
- C. Obtain input from the CAC to determine if enforcement action is warranted when evaluating compliance and enforcement data on individuals and businesses licensed by the state.

ATTACHMENT 2
STANDARD AGREEMENT

FOOD AND AGRICULTURAL CODE - FAC

DIVISION 2. LOCAL ADMINISTRATION [2001 - 2344]
(*Division 2 enacted by Stats. 1967, Ch. 15.*)

CHAPTER 2. County Agricultural Commissioners and Their Employees [2101 - 2287]
(*Chapter 2 enacted by Stats. 1967, Ch. 15.*)

ARTICLE 8. Powers and Duties [2271 - 2287]
(*Article 8 enacted by Stats. 1967, Ch. 15.*)

2281.

Except as otherwise specifically provided, in all cases where provisions of this code place joint responsibility for the enforcement of laws and regulations on the director and the commissioner, the commissioner shall be responsible for local administration of the enforcement program. The director shall be responsible for overall statewide enforcement and shall issue instructions and make recommendations to the commissioner. Such instructions and recommendations shall govern the procedure to be followed by the commissioner in the discharge of his duties. The director shall furnish assistance in planning and otherwise developing an adequate county enforcement program, including uniformity, coordination, training, special services, special equipment, and forms, statewide publicity, statewide planning, and emergency assistance.

The instructions and recommendations shall include a cost analysis of the local administration of such programs, determined from data supplied by the commissioner pursuant to Section 2272. Such cost analysis shall identify the joint programs or activities for which funds necessary to maintain adequate county administration and enforcement have not been provided. The director shall develop, jointly with the commissioners, county priorities for such enforcement programs and activities.

The director shall report annually to the Legislature his findings concerning the cost analysis with specific regard to programs where funds are inadequate for an efficient enforcement program, together with a listing of the priorities jointly established by the director and the commissioners that are contained in the formal instructions and recommendations of the director.

(*Amended by Stats. 1980, Ch. 820. Note: See this section as modified on July 17, 1991, in Governor's Reorganization Plan No. 1 of 1991.*)

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> Contra Costa County		<i>Federal ID Number</i> 94-6000509
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i> Chad Godoy, Agricultural Commissioner Director of Weights & Measures		
<i>Date Executed</i>	<i>Executed in the County of</i>	

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, 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.