

AGREEMENT NUMBER 16-C0025
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

San Bernardino County

2. The term of this Agreement is: July 1, 2016 or upon final approval by the State, whichever occurs later, through February 28, 2017

3. The maximum amount of this Agreement is: **\$30,153.02**
Thirty thousand one hundred fifty-three dollars and two cents

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

Exhibit A – Scope of Work	3 Pages
Exhibit B – Budget Detail and Payment Provisions	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.)

San Bernardino County

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

JAMES RAMOS, CHAIRMAN

ADDRESS

777 East Rialto Ave., San Bernardino, CA 92415

STATE OF CALIFORNIA

AGENCY NAME

Department of Pesticide Regulation

BY (Authorized Signature)



DATE SIGNED(Do not type)

PRINTED NAME AND TITLE OF PERSON SIGNING

Samantha Lewis, Business Services Office Manager

ADDRESS

1001 I Street, Sacramento, CA 95814

**California Department of General
Services Use Only**

☒ Exempt per:
Delegation Letter 74.6

EXHIBIT A
STANDARD AGREEMENT

SCOPE OF WORK

1. This Agreement is entered into by the Department of Pesticide Regulation, hereinafter referred to as DPR, and San Bernardino County, hereinafter referred to as Contractor.
2. This Agreement will commence on the start date July 1, 2016 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 28, 2017. 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 4C
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 Roberta Willhite, County Agricultural Commissioner, or designee at the following address and phone/fax numbers:

San Bernardino County Agricultural Commissioner
777 East Rialto Ave.
San Bernardino, CA 92415

Phone: (909) 387-2117 Fax: (909) 387-2449

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

TREAS SAN BERNARDINO CTY/AG COMM
777 EAST RIALTO AVE.
SAN BERNARDINO, CA 92415-0720

- 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.

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

¹ Cooperative Agreement included as Attachment 1 of this Agreement

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

EXHIBIT A
STANDARD AGREEMENT

5. Contractor Responsibilities

- A. Submit all complete inspections and associated follow-up inspections from January 1, 2015 through December 31, 2015 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)
 - 8) Pest Control Business Headquarters Inspection Report (PR-ENF-110)
- B. Submit information pertaining to both pending and complete enforcement actions from January 1, 2015 through December 31, 2015 to DPR including:
 - 1) Notice of Proposed Action
 - 2) Administrative civil penalty closing document (e.g., Stipulation and Waiver or Order)
 - 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.

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.

EXHIBIT B
STANDARD AGREEMENT

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of the invoices by the DPR Contract Manager, DPR agrees to compensate the Contractor for actual expenditures incurred in accordance with the rate specified in paragraph 4 (Budget and Rates) of this Exhibit.
- C. The Contractor shall submit invoices quarterly, in arrears, to DPR for costs incurred pursuant to this Agreement. Payments will be made in arrears upon receipt and approval of invoice as stated below.
- D. Each invoice shall contain the following information:
 - 1) The Agreement number 16-C0025;
 - 2) The dates or time period during which the invoiced costs were incurred;
 - 3) Expenditures for the current invoice and cumulative expenditures to date; and,
 - 4) The signature of an authorized representative of the Contractor.
- E. Invoices shall be submitted in triplicate on the Contractor's printed letterhead and identified by a control number to:

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

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

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient

EXHIBIT B
STANDARD AGREEMENT

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

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

3. Prompt Payment Clause

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

4. Budget and Rates

- A. The total amount of the Agreement shall not exceed \$30,153.02. The total amount of this Agreement is based on a mutually agreed upon allocation method determined by each county's workload measures and metrics in proportion to all counties.
- B. The Contractor shall not receive additional compensation for reimbursement or for costs not identified in this Agreement and shall not decrease the work to compensate therefore.

EXHIBIT D
STANDARD AGREEMENT

SPECIAL TERMS AND CONDITIONS

1. Termination

- A. Either Party reserves the right to terminate this agreement without cause upon 30 days written notice to the other Party, or immediately in the event of a material breach. In the event of termination, Contractor shall be paid for all allowable costs incurred up to the date of termination and upon receipt of the final invoice.
- B. In the event that the total Agreement amount is expended prior to the expiration date, DPR may, at its sole discretion, terminate this Agreement with 30 days written notice to contractor.

2. Subcontracting

Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

3. Harassment Free Workplace

The Department of Pesticide Regulation (DPR) is committed to providing a safe, secure environment, free from sexual misconduct. It is policy of the Department that employees have the right to work in an environment that is free from all forms of discrimination, including sexual harassment. This policy specifically speaks to freedom from a sexually harassing act that results in the creation of an intimidating, hostile or offensive work environment or that otherwise interferes with an individual's employment or work performance. As a Contractor with DPR, you and your staff are expected to comply with a standard of conduct that is respectful and courteous to DPR employees and all other persons contacted during the performance of this Agreement. Sexual harassment is unacceptable, will not be tolerated; and may be cause for prohibiting some or all of the Contractor's staff from performing work under this Agreement.

4. Retention of Records/Audits

For the purpose of determining compliance with Public Contract Code Section 10115, *et seq.* and Title 21, California Code of Regulations, Chapter 21, Section 2500 *et seq.*, when applicable, and other matters connected with the performance of the Agreement pursuant to Government Code Section 8546.7, the Contractor, subcontractors and the State shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the performance of the Agreement, including but not limited to, the costs of administering the Agreement. All parties shall make such materials available at their respective offices at all reasonable times during the Agreement period and for three years from the date of final payment under the Agreement. The State, the State Auditor, FHWA, or any duly authorized representative of the Federal government having

EXHIBIT D
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jurisdiction under Federal laws or regulations (including the basis of Federal funding in whole or in part) shall have access to any books, records, and documents of the Contractor that are pertinent to the Agreement for audits, examinations, excerpts, and transactions, and copies thereof shall be furnished if requested.

5. Resolution of Disputes

- A. DPR reserves the right to issue an order to stop work in the event that a dispute should arise, or in the event that DPR gives the performing agency a notice that his Agreement will be terminated. If DPR exercises this right, the stop-work order will be in effect until the dispute has been resolved or this Agreement has been terminated.
- B. Any dispute concerning a question of fact arising under the terms of this Agreement which is not disposed of within a reasonable period of time by agency employees normally responsible for the administration of this agreement, shall be brought to the attention of the Executive Officer or designated representative of each agency for joint resolution.
- C. The Contractor shall continue with the responsibilities under this agreement during any dispute until the expiration of this Agreement or notified to stop work.

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.)