



Department of Pesticide Regulation

Govin Newsom
Governor

Val Dolcini
Acting Director

Jared Blumenfeld
Secretary for
Environmental Protection

June 12, 2019

TO: Monterey County
1428 Abbott Street
Salinas, CA 93901
Attn: Heather Healy

SUBJECT: AGREEMENT NO. 18-C0150, Monterey County

Enclosed is an executed original of the Agreement between the Department of Pesticide Regulation and the Monterey County.

Approval was obtained from DPR on June 10, 2019, which represents the commencement date of this Agreement. Pursuant to paragraph 2 of Exhibit A of the Agreement, any costs incurred prior to this date will not be reimbursed.

STD 213, Standard Agreement, keep this contract Agreement and any required documentation for a minimum period of three years from the date of the last payment for services.

Per Title 2, Section 8117.5 of the California Code of Regulations requires that we notify the Department of Fair Employment and Housing, Office of Compliance Programs, of this Agreement award of \$5,000 or more.

Please, contact me at the telephone number listed below should any questions arise.

Sincerely,

Kim Bateman, Procurement Analyst
Business Services Office
(916) 445-2512
E-mail: Kim.Bateman@cdpr.ca.gov

Enclosures

cc: Program
file

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18-C0150

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

Department of Pesticide Regulation

CONTRACTOR NAME

Monterey County

2. The term of this Agreement is:

START DATE

June 1, 2019, or upon final approval, whichever occurs later

THROUGH END DATE

April 1, 2021

3. The maximum amount of this Agreement is:

\$12,500.00, Twelve thousand five hundred dollars and zero 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.

EXHIBITS	TITLE	PAGES
Exhibit A	Scope of Work	3
Exhibit B	Budget Detail and Payment Provisions	3
Exhibit C *	General Terms and Conditions	
Exhibit D	Special Terms and Conditions	3
Exhibit E	Additional Provisions	1
Attachment 1	Standard Operating Procedure, FSOT008.00	8

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 <https://www.dgs.ca.gov/OLS/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

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

Monterey County

CONTRACTOR BUSINESS ADDRESS

1428 Abbott Street

CITY

Salinas

STATE

CA

ZIP

93901

PRINTED NAME OF PERSON SIGNING

Henry S. Gonzales

TITLE

Agricultural Commissioner

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

5-28-19

4-24-2019
APPROVED AS TO FORM AND LEGALITY
MARY GRACE PERRY

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

18-C0150

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Department of Pesticide Regulation

CONTRACTING AGENCY ADDRESS

1001 I Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Martin Barela

TITLE

Manager

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

06/10/19

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Delegation Letter 74.6

**EXHIBIT A
STANDARD AGREEMENT**

SCOPE OF WORK

1. This Agreement is between the Department of Pesticide Regulation, hereinafter referred to as DPR, and Monterey County, hereinafter referred to as Contractor.
2. This Agreement will commence on the start date June 1, 2019 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 the approval of the Agreement and before receipt of the notice to proceed by the Contract Manager. This Agreement shall expire on April 1, 2021. The services will 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 the DPR Contract Manager, **Edgar Vidrio**, or designee, at:

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

Phone (916) 323-2778; Fax (916) 324-4088
Email Address: Edgar.Vidrio@cdpr.ca.gov

- B. All invoices from the Contractor to DPR shall be directed to:

Department of Pesticide Regulation
Attn: Accounts Payable
P.O. Box 4015, MS 4A
Sacramento, CA 95812-4015
Email Address: Accounts_Payable@cdpr.ca.gov

- C. All programmatic and administrative communications, except payments, from DPR to the Contractor shall be directed to the attention of **Heather Healy**, or designee, at:

Heather Healy
Monterey County Agricultural Commissioner's Office
1428 Abbott Street
Salinas, CA 93901

Phone (831) 759-7325; Fax (831) 422-5003
Email address: healyhs@co.monterey.ca.us

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

**EXHIBIT A
STANDARD AGREEMENT**

Heather Healy
Monterey County Agricultural Commissioner's Office
1428 Abbott Street
Salinas, CA 93901

Phone (831) 759-7325; Fax (831) 422-5003
Email address: healyhs@co.monterey.ca.us

- E. 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.

4. Background

Over the past several years, DPR has worked with County Agricultural Commissioners (CACs), the United States Environmental Protection Agency (US EPA), pesticide registrants, and tarpaulin manufactures to help protect human health. As part of this collaboration, US EPA and DPR require tarpaulins to meet all label printing requirements and additional specific permeability criteria in order to receive buffer zone credits during fumigations.

DPR will work with CACs to monitor a select number of soil fumigant applications and collect samples of the tarpaulins used during the applications to evaluate for compliance and effectiveness. To gather this information, CACs will conduct additional and enhanced pesticide use enforcement activities for soil applied fumigants. This work is to ensure the protection of human health by monitoring the quality of the manufactured tarps and determine if the 60% credit and calculated buffer zone distance used are correct.

5. Objectives

To evaluate compliance and effectiveness of approved tarpaulins used for field fumigations in California. The information collected will be used in directing future regulatory actions.

6. Contractor's Responsibilities

1. Collect a sample of Totally Impermeable Film (TIF) or "tarps" in the field for testing as detailed in DPR's Standard Operating Procedure FSOT008.00.
 - i. The tarp sample to be collected should be discussed with contract manager or designee and agreed upon prior to collection.
2. Submit collected tarp samples to the lab and in the manner listed in DPR's Standard Operating Procedure FSOT008.00.

**EXHIBIT A
STANDARD AGREEMENT**

3. Obtain copy of the Fumigation Management Plans (FMPs) and corresponding Post Application Summary (PAS), if available, or collect the following data for the application monitored:

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

4. If laboratory results show that tested tarpaulin does not meet the establish permeability criteria, DPR will notify CAC and CAC staff will then begin investigating the suspected fumigant application.

- i. CAC staff will collect additional field tarp samples, if available, to confirm test results. If a tarp sample is no longer available in the field, CAC staff will collect a tarp sample from the same lot number belonging to the same grower/applicator. Additional tarpaulin information including sales receipt or invoice, manufacturer details, and locations that tarpaulin was used will also be collected.
- ii. Additional investigation procedures should be discussed with contract manager or designee and agreed upon prior to conducting, on an as-needed basis.
- iii. Contractor is to follow with a report to the Contract Manager with investigation information and results following the completion of the investigation

7. DPR's Responsibilities

- A. DPR staff will, as needed, provide guidance and training to CACs staff for proper tarp sample collection per DPR's Standard Operating Procedure FSOT008.00.
- B. DPR will act as a liaison between the Counties submitting the tarp samples to the laboratory for analysis and the laboratory staff, if any issues exist with quality of submitted samples.

**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 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 copies of each invoice and all supporting documentation, not more frequently than monthly or less frequently than quarterly in arrears, to:

Department of Pesticide Regulation
Attn: Accounts Payable
P.O. Box 4015
Sacramento, CA 95812-4015
Accounts_Payable@cdpr.ca.gov

- 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 18-C0150, 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

**EXHIBIT B
STANDARD AGREEMENT**

- C. California State Legislature, which may affect the provisions, terms or funding of this Agreement in any manner.
- D. 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 to DPR, or offer an Agreement Amendment to Contractor to reflect the reduced amount.

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.

**ATTACHMENT 1
STANDARD AGREEMENT**

California Department of Pesticide Regulation
Environmental Monitoring Branch
1001 I Street, Sacramento CA 95814-2828
P.O. Box 4015, Sacramento CA 95812-4015

SOP Number: FSOT008.00
Previous SOP: NONE
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STANDARD OPERATING PROCEDURE
Procedure for Collecting Samples of Totally Impermeable Film for Permeability Analysis

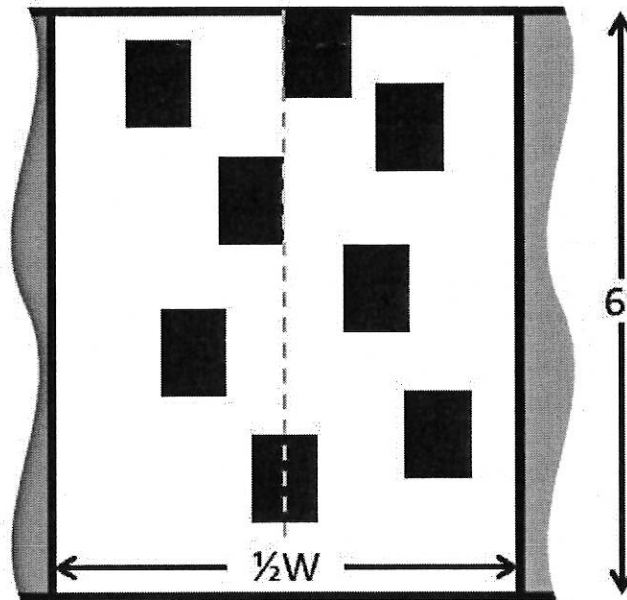


Figure 3: Select appropriately sized sections of sample from random places near the centerline of the roll. Avoid any damaged areas or areas with defects.

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STANDARD AGREEMENT**

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Environmental Monitoring Branch
1001 I Street, Sacramento CA 95814-2828
P.O. Box 4015, Sacramento CA 95812-4015

SOP Number: FSOT008.00
Previous SOP: NONE
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STANDARD OPERATING PROCEDURE
Procedure for Collecting Samples of Totally Impermeable Film for Permeability Analysis

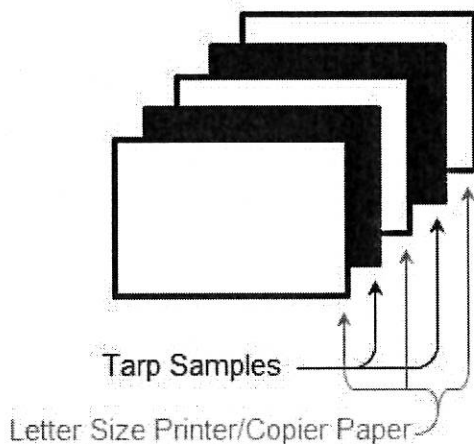


Figure 4: Sandwich the layers of tarp between layers of clean creaseless printer/copier paper.

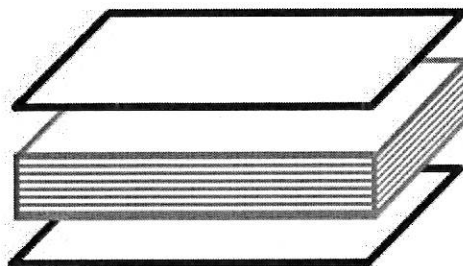


Figure 5: Sandwich the stack of samples between two layers of rigid material such as corrugated cardboard.

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Procedure for Collecting Samples of Totally Impermeable Film for Permeability Analysis

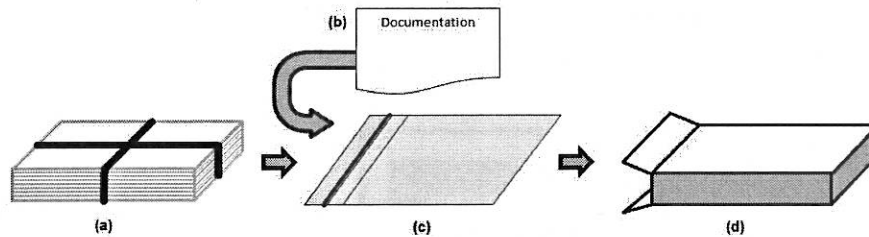


Figure 6:
a) Gently use two large rubber bands to bind the layers together as shown in black.
b) Add proper documentation to the stacked samples and separators.
c) Carefully insert these items into a sealable plastic bag of sufficient size, then seal this bag.
d) Carefully insert the bagged samples into a shipping package.